

STATE TERM CONTRACT

THIS CONTRACT (the "Contract") is between the State of Ohio ("State"), through its Office of Information Technology, IT Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215 and: Mythics, Inc. ("Contractor"), with offices at 1439 N. Great Neck Rd., Ste 201, Virginia Beach, VA, 23454.

BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. Or if the manufacturer has no contract under the GSA's Multiple Award Schedule program or SmartBuy program, the State will accept the pricing the manufacturer offers to its distributors. Further, if the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract and no distributors, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

TERMS AND CONDITIONS

1 - TERM

- 1.1 TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until the end of the State's current fiscal biennium, which is June 30, 2009. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.
- 1.2 CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by



written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

2 - PRICING AND PAYMENT

2.1 CERTIFICATION OF ACCURACY. By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:

- yes The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;
- The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or
- The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

2.2 PRICE ADJUSTMENTS. If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its best customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

2.3 PRICELIST. The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and

services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE.

Date: August 7, 2006

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

2.4 NOTIFICATION OF PRICE INCREASES. If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

2.5 PAYMENT DUE DATE. Payments will be due on the 30th day after the later of:

- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
- (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

2.6 INVOICE REQUIREMENTS. The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables; and
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

- 2.7 OHIO PAYMENT CARD.** Participating State agencies issuing orders under this Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget and Management ("OBM") has authorized the agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of that on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the agency's approved plan filed with the OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the applicable Deliverables. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the ordering agency. Upon completion of the delivery of remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor should receive payment through its merchant bank within the time agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transactions, which the Contractor may not pass on to the State.
- 2.8 NON-APPROPRIATION OF FUNDS.** The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.
- 2.9 OBM CERTIFICATION.** This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.
- 2.10 CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.
- 2.11 TRAVEL EXPENSES.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").
- 2.12 TAXES.** The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.
- 2.13 OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

3 - CONTRACT ADMINISTRATION

- 3.1 DEALERS AND DISTRIBUTORS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology.

In doing so, the Contractor warrants that:

- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
- (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation, including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

- 3.2 AUDITS.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

- 3.3 INSURANCE.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 2,000,000 General Aggregate
 \$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Per Occurrence Limit
\$ 1,000,000 Personal and Advertising Injury Limit
\$ 100,000 Fire Legal Liability
\$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Office of Information Technology Contract Management, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Office of Information Technology Contract Management, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the

affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.

3.7 TERMINATION. The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

3.8 EXCUSABLE DELAY. Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its reasonable control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it then is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to

avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.

3.9 INDEPENDENT STATUS. The parties will be acting as independent entities. The partners, employees, officers, directors, and agents of one party may only act in the capacity of representatives of that party and not as employees, officers, directors, or agents of the other party and will not be deemed as such for any purpose. Each party assumes full responsibility for the actions of its partners, employees, officers, directors, and agents while performing under this Contract and will be solely responsible for paying those people. Additionally, each party will be solely responsible for withholding and paying social security and income taxes, making workers' compensation contributions, paying disability benefits, and providing fringe benefits, if any, for its partners, employees, officers, directors, and agents, and neither party may legally bind the other party in any manner.

3.10 LOCATION OF SERVICES AND DATA. As part of this Contract, the Contractor must disclose the following:

- (a) All locations where any services will be performed;
- (b) All locations where any State data applicable to the Contract will be maintained or made available; and
- (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

4 - DELIVERY AND ACCEPTANCE

4.1 ACCEPTANCE. The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

4.2 TITLE. Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.

4.3 DELIVERIES. The Contractor must make all deliveries F.O.B. destination.

5 - INTELLECTUAL PROPERTY

5.1 COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

5.2 CUSTOM DELIVERABLES. All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

5.3 CONFIDENTIALITY. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
 - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
 - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

5.4 USE OF NAME. The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.

6 – TRANSACTION REPORTING

6.1 Contractor's SALES REPORT. The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must

equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State on a form prescribed by the Office of Information Technology. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

The Contractor must forward each sales report to the following address:

Office of Information Technology
Office of Information Technology Business Office
30 East Broad Street, 39th Floor
Columbus, Ohio 43215 - 3414

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

6.2 Contractor's REVENUE SHARE. The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Office of Information Technology. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services
Office of Finance
30 East Broad Street, Suite 4060
Columbus, Ohio 43215 – 3414

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

7 - WARRANTIES AND LIABILITIES

7.1 WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

7.2 SOFTWARE WARRANTY. If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be

the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

7.3 EQUIPMENT WARRANTY. If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

7.4 INDEMNITY. The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

7.5 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

8 - MAINTENANCE

8.1 SOFTWARE MAINTENANCE. If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

8.2 SOFTWARE UPGRADES. After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor make the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that

the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

8.3 EQUIPMENT MAINTENANCE. If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

8.4 EQUIPMENT MAINTENANCE STANDARDS. Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

8.5 EQUIPMENT MAINTENANCE CONTINUITY. If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is

unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- (b) A listing of suppliers capable of supplying necessary spare parts;
- (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
- (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

- 8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.
- 8.7 MAINTENANCE ACCESS (GENERAL).** For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

9 - ASSIGNMENT AND SUBCONTRACTING

- 9.1 ASSIGNMENT.** The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.
- 9.2 SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

10 – CONSTRUCTION

- 10.1 HEADINGS.** The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.
- 10.2 ENTIRE DOCUMENT.** This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.
- 10.3 BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.

- 10.4 AMENDMENTS – WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.
- 10.5 SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.
- 10.9 PRIORITY.** If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.
- 10.10 DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

11 - LAW AND COURTS

- 11.1 EEO.** The Contractor must comply with all Ohio laws regarding equal employment opportunity, including among others Code § 125.111, as well as all related Executive Orders of the Governor of Ohio.
- 11.2 DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

In accordance with Executive Order 2007-01S, the Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

- 11.4 Security & Safety Rules.** When accessing State networks and systems, the Contractor must comply with all applicable policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules applicable to people on those premises.

11.5 LAW AND VENUE. This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

11.6 UNRESOLVED FINDINGS. The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.

To SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR

BY: 

**STATE OF OHIO,
OFFICE OF INFORMATION TECHNOLOGY**

BY: 
**R. STEVE EDMONSON
DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY
STATE CHIEF INFORMATION OFFICER**

DATE: 12 July 2007

DATE: 7/13/07

Exhibit I

The prices and product descriptions from the Contractor's GSA pricelist, GS-35F-0153M, are incorporated into this Exhibit I by reference; however, none of the terms or conditions contained in that price list apply to this Contract.

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price <small>(Product# -UD)</small>	Update + Support GSA Price <small>(Product# -UDSU)</small>
<u>Oracle Database</u>						
ODSENU-1	Standard Edition - Transaction Band 1	Perpetual / Named User Plus		\$224.42	\$33.66	\$49.37
ODSENU-2	Standard Edition - Transaction Band 2	Perpetual / Named User Plus		\$209.46	\$31.42	\$46.08
ODSENU-3	Standard Edition - Transaction Band 3	Perpetual / Named User Plus		\$194.50	\$29.18	\$42.79
ODSENU-4	Standard Edition - Transaction Band 4	Perpetual / Named User Plus		\$179.53	\$26.93	\$39.50
ODSEPP-1	Standard Edition-Transaction Band 1	Perpetual / Processor		\$11,221.05	\$1,683.16	\$2,468.63
ODSEPP-2	Standard Edition-Transaction Band 2	Perpetual / Processor		\$10,473.00	\$1,570.95	\$2,304.06
ODSEPP-3	Standard Edition-Transaction Band 3	Perpetual / Processor		\$9,725.10	\$1,458.77	\$2,139.52
ODSEPP-4	Standard Edition-Transaction Band 4	Perpetual / Processor		\$8,976.60	\$1,346.49	\$1,974.85
ODEENUP-1	Enterprise Edition-Transaction Band 1	Perpetual / Named User Plus	25	\$598.46	\$89.77	\$131.66
ODEENUP-2	Enterprise Edition-Transaction Band 2	Perpetual / Named User Plus	25	\$558.56	\$83.78	\$122.88
ODEENUP-3	Enterprise Edition-Transaction Band 3	Perpetual / Named User Plus	25	\$518.67	\$77.80	\$114.11
ODEENUP-4	Enterprise Edition-Transaction Band 4	Perpetual / Named User Plus	25	\$478.75	\$71.81	\$105.33
ODEEPP-1	Enterprise Edition-Transaction Band 1	Perpetual / Processor		\$29,922.80	\$4,488.42	\$6,583.02
ODEEPP-2	Enterprise Edition-Transaction Band 2	Perpetual / Processor		\$27,928.00	\$4,189.20	\$6,144.16
ODEEPP-3	Enterprise Edition-Transaction Band 3	Perpetual / Processor		\$25,933.60	\$3,890.04	\$5,705.39
ODEEPP-4	Enterprise Edition-Transaction Band 4	Perpetual / Processor		\$23,937.60	\$3,590.64	\$5,266.27
ODPENUP-1	Personal Edition-Transaction Band 1	Perpetual / Named User Plus		\$299.23	\$44.88	\$65.83
ODPENUP-2	Personal Edition-Transaction Band 2	Perpetual / Named User		\$279.28	\$41.89	\$61.44

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
ODPENUP-3	Personal Edition-Transaction Band 3	Plus Perpetual / Named User Plus		\$259.34	\$38.90	\$57.05
ODPENUP-4	Personal Edition-Transaction Band 4	Perpetual / Named User Plus		\$239.38	\$35.91	\$52.66
ODLUNUP-1	Lite-Transaction Band 1	Perpetual / Named User Plus		\$74.81	\$11.22	\$16.46
ODLUNUP-2	Lite-Transaction Band 2	Perpetual / Named User Plus		\$69.82	\$10.47	\$15.36
ODLUNUP-3	Lite-Transaction Band 3	Perpetual / Named User Plus		\$64.83	\$9.73	\$14.26
ODLUNUP-4	Lite-Transaction Band 4	Perpetual / Named User Plus		\$59.84	\$8.98	\$13.17
EERACNUP-1	Real Application Clusters-Transaction Band 1	Perpetual / Named User Plus		\$299.23	\$44.88	\$65.83
EERACNUP-2	Real Application Clusters-Transaction Band 2	Perpetual / Named User Plus		\$279.28	\$41.89	\$61.44
EERACNUP-3	Real Application Clusters-Transaction Band 3	Perpetual / Named User Plus		\$259.34	\$38.90	\$57.05
EERACNUP-4	Real Application Clusters-Transaction Band 4	Perpetual / Named User Plus		\$239.38	\$35.91	\$52.66
EERACPP-1	Real Application Clusters-Transaction Band 1	Perpetual / Processor		\$14,961.40	\$2,244.21	\$3,291.51
EERACPP-2	Real Application Clusters-Transaction Band 2	Perpetual / Processor		\$13,964.00	\$2,094.60	\$3,072.08
EERACPP-3	Real Application Clusters-Transaction Band 3	Perpetual / Processor		\$12,966.80	\$1,945.02	\$2,852.70
EERACPP-4	Real Application Clusters-Transaction Band 4	Perpetual / Processor		\$11,968.80	\$1,795.32	\$2,633.14
EEOPNUP-1	Partitioning-Transaction Band 1	Perpetual / Named User Plus		\$149.61	\$22.44	\$32.92
EEOPNUP-2	Partitioning-Transaction Band 2	Perpetual / Named User Plus		\$139.64	\$20.95	\$30.72
EEOPNUP-3	Partitioning-Transaction Band 3	Perpetual / Named User Plus		\$129.67	\$19.45	\$28.53
EEOPNUP-4	Partitioning-Transaction Band 4	Perpetual / Named User Plus		\$119.69	\$17.95	\$26.33
EEOPPP-1	Partitioning-Transaction Band 1	Perpetual / Processor		\$7,480.70	\$1,122.11	\$1,645.75
EEOPPP-2	Partitioning-Transaction Band 2	Perpetual / Processor		\$6,982.00	\$1,047.30	\$1,536.04

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update	Update +
					GSA Price	Support
					(Product# -UD)	(Product# -UDSU)
EEOPPP-3	Partitioning-Transaction Band 3	Perpetual / Processor		\$6,483.40	\$972.51	\$1,426.35
EEOPPP-4	Partitioning-Transaction Band 4	Perpetual / Processor		\$5,984.40	\$897.66	\$1,316.57
EEOOLAPNUP-1	OLAP-Transaction Band 1	Perpetual / Named User Plus		\$299.23	\$44.88	\$65.83
EEOOLAPNUP-2	OLAP-Transaction Band 2	Perpetual / Named User Plus		\$279.28	\$41.89	\$61.44
EEOOLAPNUP-3	OLAP-Transaction Band 3	Perpetual / Named User Plus		\$259.34	\$38.90	\$57.05
EEOOLAPNUP-4	OLAP-Transaction Band 4	Perpetual / Named User Plus		\$239.38	\$35.91	\$52.66
EEOOLAPPP-1	OLAP-Transaction Band 1	Perpetual / Processor		\$14,961.40	\$2,244.21	\$3,291.51
EEOOLAPPP-2	OLAP-Transaction Band 2	Perpetual / Processor		\$13,964.00	\$2,094.60	\$3,072.08
EEOOLAPPP-3	OLAP-Transaction Band 3	Perpetual / Processor		\$12,966.80	\$1,945.02	\$2,852.70
EEOOLAPPP-4	OLAP-Transaction Band 4	Perpetual / Processor		\$11,968.80	\$1,795.32	\$2,633.14
EEODMUNP-1	Data Mining-Transaction Band 1	Perpetual / Named User Plus		\$299.23	\$44.88	\$65.83
EEODMUNP-2	Data Mining-Transaction Band 2	Perpetual / Named User Plus		\$279.28	\$41.89	\$61.44
EEODMUNP-3	Data Mining-Transaction Band 3	Perpetual / Named User Plus		\$259.34	\$38.90	\$57.05
EEODMUNP-4	Data Mining-Transaction Band 4	Perpetual / Named User Plus		\$239.38	\$35.91	\$52.66
EEODMPP-1	Data Mining-Transaction Band 1	Perpetual / Processor		\$14,961.40	\$2,244.21	\$3,291.51
EEODMPP-2	Data Mining-Transaction Band 2	Perpetual / Processor		\$13,964.00	\$2,094.60	\$3,072.08
EEODMPP-3	Data Mining-Transaction Band 3	Perpetual / Processor		\$12,966.80	\$1,945.02	\$2,852.70
EEODMPP-4	Data Mining-Transaction Band 4	Perpetual / Processor		\$11,968.80	\$1,795.32	\$2,633.14
EEOSNUP-1	Spatial-Transaction Band 1	Perpetual / Named User Plus		\$149.61	\$22.44	\$32.92
EEOSNUP-2	Spatial-Transaction Band 2	Perpetual / Named User Plus		\$139.64	\$20.95	\$30.72
EEOSNUP-3	Spatial-Transaction Band 3	Perpetual / Named User Plus		\$129.67	\$19.45	\$28.53
EEOSNUP-4	Spatial-Transaction Band 4	Perpetual / Named User Plus		\$119.69	\$17.95	\$26.33

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
EEOSPP-1	Spatial-Transaction Band 1	Perpetual / Processor		\$7,480.70	\$1,122.11	\$1,645.75
EEOSPP-2	Spatial-Transaction Band 2	Perpetual / Processor		\$6,982.00	\$1,047.30	\$1,536.04
EEOSPP-3	Spatial-Transaction Band 3	Perpetual / Processor		\$6,483.40	\$972.51	\$1,426.35
EEOSPP-4	Spatial-Transaction Band 4	Perpetual / Processor		\$5,984.40	\$897.66	\$1,316.57
EEOASNUP-1	Advanced Security-Transaction Band 1	Perpetual / Named User Plus		\$149.61	\$22.44	\$32.92
EEOASNUP-2	Advanced Security-Transaction Band 2	Perpetual / Named User Plus		\$139.64	\$20.95	\$30.72
EEOASNUP-3	Advanced Security-Transaction Band 3	Perpetual / Named User Plus		\$129.67	\$19.45	\$28.53
EEOASNUP-4	Advanced Security-Transaction Band 4	Perpetual / Named User Plus		\$119.69	\$17.95	\$26.33
EEOASPP-1	Advanced Security-Transaction Band 1	Perpetual / Processor		\$7,480.70	\$1,122.11	\$1,645.75
EEOASPP-2	Advanced Security-Transaction Band 2	Perpetual / Processor		\$6,982.00	\$1,047.30	\$1,536.04
EEOASPP-3	Advanced Security-Transaction Band 3	Perpetual / Processor		\$6,483.40	\$972.51	\$1,426.35
EEOASPP-4	Advanced Security-Transaction Band 4	Perpetual / Processor		\$5,984.40	\$897.66	\$1,316.57
EEOSCNUP-1	Label Security-Transaction Band 1	Perpetual / Named User Plus		\$149.61	\$22.44	\$32.92
EEOSCNUP-2	Label Security-Transaction Band 2	Perpetual / Named User Plus		\$139.64	\$20.95	\$30.72
EEOSCNUP-3	Label Security-Transaction Band 3	Perpetual / Named User Plus		\$129.67	\$19.45	\$28.53
EEOSCNUP-4	Label Security-Transaction Band 4	Perpetual / Named User Plus		\$119.69	\$17.95	\$26.33
EEOSCPP-1	Label Security-Transaction Band 1	Perpetual / Processor		\$7,480.70	\$1,122.11	\$1,645.75
EEOSCPP-2	Label Security-Transaction Band 2	Perpetual / Processor		\$6,982.00	\$1,047.30	\$1,536.04
EEOSCPP-3	Label Security-Transaction Band 3	Perpetual / Processor		\$6,483.40	\$972.51	\$1,426.35
EEOSCPP-4	Label Security-Transaction Band 4	Perpetual / Processor		\$5,984.40	\$897.66	\$1,316.57
	Enterprise Managers					
EMDPNUP-1	Diagnostic Pack-Transaction Band 1	Perpetual / Named User Plus		\$44.88	\$6.73	\$9.87
EMDPNUP-2	Diagnostic Pack-Transaction Band 2	Perpetual / Named User Plus		\$41.89	\$6.28	\$9.22
EMDPNUP-3	Diagnostic Pack-Transaction Band 3	Perpetual /		\$38.90	\$5.84	\$8.56

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
EMDPNUP-4	Diagnostic Pack-Transaction Band 4	Named User Plus Perpetual / Named User Plus		\$35.91	\$5.39	\$7.90
EMDPPP-1	Diagnostic Pack-Transaction Band 1	Perpetual / Processor		\$2,244.21	\$336.63	\$493.73
EMDPPP-2	Diagnostic Pack-Transaction Band 2	Perpetual / Processor		\$2,094.60	\$314.19	\$460.81
EMDPPP-3	Diagnostic Pack-Transaction Band 3	Perpetual / Processor		\$1,945.02	\$291.75	\$427.90
EMDPPP-4	Diagnostic Pack-Transaction Band 4	Perpetual / Processor		\$1,795.32	\$269.30	\$394.97
EMTPNUP-1	Tuning Pack-Transaction Band 1	Perpetual / Named User Plus		\$44.88	\$6.73	\$9.87
EMTPNUP-2	Tuning Pack-Transaction Band 2	Perpetual / Named User Plus		\$41.89	\$6.28	\$9.22
EMTPNUP-3	Tuning Pack-Transaction Band 3	Perpetual / Named User Plus		\$38.90	\$5.84	\$8.56
EMTPNUP-4	Tuning Pack-Transaction Band 4	Perpetual / Named User Plus		\$35.91	\$5.39	\$7.90
EMTPPP-1	Tuning Pack-Transaction Band 1	Perpetual / Processor		\$2,244.21	\$336.63	\$493.73
EMTPPP-2	Tuning Pack-Transaction Band 2	Perpetual / Processor		\$2,094.60	\$314.19	\$460.81
EMTPPP-3	Tuning Pack-Transaction Band 3	Perpetual / Processor		\$1,945.02	\$291.75	\$427.90
EMTPPP-4	Tuning Pack-Transaction Band 4	Perpetual / Processor		\$1,795.32	\$269.30	\$394.97
EMCMPNUP-1	Change Management Pack-Transaction Band 1	Perpetual / Named User Plus		\$44.88	\$6.73	\$9.87
EMHCMNUP-2	Change Management Pack-Transaction Band 2	Perpetual / Named User Plus		\$41.89	\$6.28	\$9.22
EMCHMPNUP-3	Change Management Pack-Transaction Band 3	Perpetual / Named User Plus		\$38.90	\$5.84	\$8.56
EMCHMPNUP-4	Change Management Pack-Transaction Band 4	Perpetual / Named User Plus		\$35.91	\$5.39	\$7.90
EMCHMPPP-1	Change Management Pack-Transaction Band 1	Perpetual / Processor		\$2,244.21	\$336.63	\$493.73
EMCHMPPP-2	Change Management Pack-Transaction Band 2	Perpetual / Processor		\$2,094.60	\$314.19	\$460.81
EMCHMPPP-3	Change Management Pack-Transaction Band 3	Perpetual / Processor		\$1,945.02	\$291.75	\$427.90
EMCHMPPP-4	Change Management Pack-Transaction Band 4	Perpetual / Processor		\$1,795.32	\$269.30	\$394.97

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
IASJEPP-2	Java Edition-Transaction Band 2	Perpetual / Processor		\$3,491.00	\$523.65	\$768.02
IASJEPP-3	Java Edition-Transaction Band 3	Perpetual / Processor		\$3,241.70	\$486.26	\$713.17
IASJEPP-4	Java Edition-Transaction Band 4	Perpetual / Processor		\$2,992.20	\$448.83	\$658.28
IASSENU-1	Standard Edition-Transaction Band 1	Perpetual / Named User Plus		\$149.61	\$22.44	\$32.92
IASSENU-2	Standard Edition-Transaction Band 2	Perpetual / Named User Plus		\$139.64	\$20.95	\$30.72
IASSENU-3	Standard Edition-Transaction Band 3	Perpetual / Named User Plus		\$129.67	\$19.45	\$28.53
IASSENU-4	Standard Edition-Transaction Band 4	Perpetual / Named User Plus		\$119.69	\$17.95	\$26.33
IASSEPP-1	Standard Edition-Transaction Band 1	Perpetual / Processor		\$7,480.70	\$1,122.11	\$1,645.75
IASSEPP-2	Standard Edition-Transaction Band 2	Perpetual / Processor		\$6,982.00	\$1,047.30	\$1,536.04
IASSEPP-3	Standard Edition-Transaction Band 3	Perpetual / Processor		\$6,483.40	\$972.51	\$1,426.35
IASSEPP-4	Standard Edition-Transaction Band 4	Perpetual / Processor		\$5,984.40	\$897.66	\$1,316.57
IASEENUP-1	Enterprise Edition-Transaction Band 1	Perpetual / Named User Plus		\$299.23	\$44.88	\$65.83
IASEENUP-2	Enterprise Edition-Transaction Band 2	Perpetual / Named User Plus		\$279.28	\$41.89	\$61.44
IASEENUP-3	Enterprise Edition-Transaction Band 3	Perpetual / Named User Plus		\$259.34	\$38.90	\$57.05
IASEENUP-4	Enterprise Edition-Transaction Band 4	Perpetual / Named User Plus		\$239.38	\$35.91	\$52.66
IASEEPP-1	Enterprise Edition-Transaction Band 1	Perpetual / Processor		\$14,961.40	\$2,244.21	\$3,291.51
IASEEPP-2	Enterprise Edition-Transaction Band 2	Perpetual / Processor		\$13,964.00	\$2,094.60	\$3,072.08
IASEEPP-3	Enterprise Edition-Transaction Band 3	Perpetual / Processor		\$12,966.80	\$1,945.02	\$2,852.70
IASEEPP-4	Enterprise Edition-Transaction Band 4	Perpetual / Processor		\$11,968.80	\$1,795.32	\$2,633.14
	Internet Application Server Standard Edition Options					
IASSEIMNUP-1	Identity Management-Transaction Band 1	Perpetual / Named User Plus		\$74.81	\$11.22	\$16.46
IASSEIMNUP-2	Identity Management-Transaction Band 2	Perpetual / Named User Plus		\$69.82	\$10.47	\$15.36
IASSEIMNUP-3	Identity Management-Transaction Band 3	Perpetual /		\$64.83	\$9.73	\$14.26

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
IASSEIMNUP-4	Identity Management-Transaction Band 4	Named User Plus Perpetual / Named User Plus		\$59.84	\$8.98	\$13.17
IASSEIMPP-1	Identity Management-Transaction Band 1	Perpetual / Processor		\$3,740.35	\$561.05	\$822.88
IASSEIMPP-2	Identity Management-Transaction Band 2	Perpetual / Processor		\$3,491.00	\$523.65	\$768.02
IASSEIMPP-3	Identity Management-Transaction Band 3	Perpetual / Processor		\$3,241.70	\$486.26	\$713.17
IASSEIMPP-4	Identity Management-Transaction Band 4	Perpetual / Processor		\$2,992.20	\$448.83	\$658.28
Internet Application Server Managers						
IASMDPNUP-1	Diagnostic Pack-Transaction Band 1	Perpetual / Named User Plus		\$44.88	\$6.73	\$9.87
IASMDPNUP-2	Diagnostic Pack-Transaction Band 2	Perpetual / Named User Plus		\$41.89	\$6.28	\$9.22
IASMDPNUP-3	Diagnostic Pack-Transaction Band 3	Perpetual / Named User Plus		\$38.90	\$5.84	\$8.56
IASMDPNUP-4	Diagnostic Pack-Transaction Band 4	Perpetual / Named User Plus		\$35.91	\$5.39	\$7.90
IASMDPPP-1	Diagnostic Pack-Transaction Band 1	Perpetual / Processor		\$2,244.21	\$336.63	\$493.73
IASMDPPP-2	Diagnostic Pack-Transaction Band 2	Perpetual / Processor		\$2,094.60	\$314.19	\$460.81
IASMDPPP-3	Diagnostic Pack-Transaction Band 3	Perpetual / Processor		\$1,945.02	\$291.75	\$427.90
IASMDPPP-4	Diagnostic Pack-Transaction Band 4	Perpetual / Processor		\$1,795.32	\$269.30	\$394.97
IASMCPNUP-1	Configuration Management Pack-Transaction Band 1	Perpetual / Named User Plus		\$44.88	\$6.73	\$9.87
IASMCPNUP-2	Configuration Management Pack-Transaction Band 1	Perpetual / Named User Plus		\$41.89	\$6.28	\$9.22
IASMCPNUP-3	Configuration Management Pack-Transaction Band 1	Perpetual / Named User Plus		\$38.90	\$5.84	\$8.56
IASMCPNUP-4	Configuration Management Pack-Transaction Band 1	Perpetual / Named User Plus		\$35.91	\$5.39	\$7.90
IASMCMPPP-1	Configuration Management Pack-Transaction Band 1	Perpetual / Processor		\$2,244.21	\$336.63	\$493.73
IASMCMPPP-2	Configuration Management Pack-Transaction Band 1	Perpetual / Processor		\$2,094.60	\$314.19	\$460.81
IASMCMPPP-3	Configuration Management Pack-Transaction Band 1	Perpetual / Processor		\$1,945.02	\$291.75	\$427.90

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
IASMCMP-4	Configuration Management Pack-Transaction Band 1	Perpetual / Processor		\$1,795.32	\$269.30	\$394.97
	Tools					
TIDSNUP-1	Internet Developer Suite-Transaction Band 1	Perpetual / Named User Plus		\$3,740.35	\$561.05	\$822.88
TIDSNUP-2	Internet Developer Suite-Transaction Band 2	Perpetual / Named User Plus		\$3,491.00	\$523.65	\$768.02
TIDSNUP-3	Internet Developer Suite-Transaction Band 3	Perpetual / Named User Plus		\$3,241.70	\$486.26	\$713.17
TIDSNUP-4	Internet Developer Suite-Transaction Band 4	Perpetual / Named User Plus		\$2,992.20	\$448.83	\$658.28
TDDENUP-1	Discoverer Desktop Edition-Transaction Band 1	Perpetual / Named User Plus		\$748.07	\$112.21	\$164.58
TDDENUP-2	Discoverer Desktop Edition-Transaction Band 2	Perpetual / Named User Plus		\$698.20	\$104.73	\$153.60
TDDENUP-3	Discoverer Desktop Edition-Transaction Band 3	Perpetual / Named User Plus		\$648.34	\$97.25	\$142.63
TDDENUP-4	Discoverer Desktop Edition-Transaction Band 4	Perpetual / Named User Plus		\$598.44	\$89.77	\$131.66
TJDNUP-1	Jdeveloper-Transaction Band 1	Perpetual / Named User Plus		\$744.33	\$111.65	\$163.75
TJDNUP-2	Jdeveloper-Transaction Band 2	Perpetual / Named User Plus		\$694.71	\$104.21	\$152.84
TJDNUP-3	Jdeveloper-Transaction Band 3	Perpetual / Named User Plus		\$645.10	\$96.76	\$141.92
TJDNUP-4	Jdeveloper-Transaction Band 4	Perpetual / Named User Plus		\$595.45	\$89.32	\$131.00
TPNUP-1	Programmer-Transaction Band 1	Perpetual / Named User Plus		\$748.07	\$112.21	\$164.58
TPNUP-2	Programmer-Transaction Band 2	Perpetual / Named User Plus		\$698.20	\$104.73	\$153.60
TPNUP-3	Programmer-Transaction Band 3	Perpetual / Named User Plus		\$648.34	\$97.25	\$142.63
TPNUP-4	Programmer-Transaction Band 4	Perpetual / Named User Plus		\$598.44	\$89.77	\$131.66
	Collaboration					
CCSPCPU-1	Collaboration Suite-Transaction Band 1	Perpetual / Coll. Prog. User		\$44.88	\$6.73	\$9.87

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
CCSPCPU-2	Collaboration Suite-Transaction Band 2	Perpetual / Coll. Prog. User		\$41.89	\$6.28	\$9.22
CCSPCPU-3	Collaboration Suite-Transaction Band 3	Perpetual / Coll. Prog. User		\$38.90	\$5.84	\$8.56
CCSPCPU-4	Collaboration Suite-Transaction Band 4	Perpetual / Coll. Prog. User		\$35.91	\$5.39	\$7.90
CFPCPU-1	Files-Transaction Band 1	Perpetual / Coll. Prog. User		\$33.66	\$5.05	\$7.41
CFPCPU-2	Files-Transaction Band 2	Perpetual / Coll. Prog. User		\$31.42	\$4.71	\$6.91
CFPCPU-3	Files-Transaction Band 3	Perpetual / Coll. Prog. User		\$29.18	\$4.38	\$6.42
CFPCPU-4	Files-Transaction Band 4	Perpetual / Coll. Prog. User		\$26.93	\$4.04	\$5.92
CEPCPU-1	Email-Transaction Band 1	Perpetual / Coll. Prog. User		\$33.66	\$5.05	\$7.41
CEPCPU-2	Email-Transaction Band 2	Perpetual / Coll. Prog. User		\$31.42	\$4.71	\$6.91
CEPCPU-3	Email-Transaction Band 3	Perpetual / Coll. Prog. User		\$29.18	\$4.38	\$6.42
CEPCPU-4	Email-Transaction Band 4	Perpetual / Coll. Prog. User		\$26.93	\$4.04	\$5.92

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
Data Warehousing Products						
DWPESNUP-1	Express Server-Transaction Band 1	Perpetual / Named User Plus		\$598.46	\$89.77	\$131.66
DWPESNUP-2	Express Server-Transaction Band 2	Perpetual / Named User Plus		\$558.56	\$83.78	\$122.88
DWPESNUP-3	Express Server-Transaction Band 3	Perpetual / Named User Plus		\$518.67	\$77.80	\$114.11
DWPESNUP-4	Express Server-Transaction Band 4	Perpetual / Named User Plus		\$478.75	\$71.81	\$105.33
DWPESPP-1	Express Server-Transaction Band 1	Perpetual / Processor		\$29,922.80	\$4,488.42	\$6,583.02
DWPESPP-2	Express Server-Transaction Band 2	Perpetual / Processor		\$27,928.00	\$4,189.20	\$6,144.16
DWPESPP-3	Express Server-Transaction Band 3	Perpetual / Processor		\$25,933.60	\$3,890.04	\$5,705.39
DWPESPP-4	Express Server-Transaction Band 4	Perpetual / Processor		\$23,937.60	\$3,590.64	\$5,266.27
DWPEANUP-1	Express Analyzer-Transaction Band 1	Perpetual / Named User Plus		\$598.46	\$89.77	\$131.66
DWPEANUP-2	Express Analyzer-Transaction Band 2	Perpetual / Named User Plus		\$558.56	\$83.78	\$122.88
DWPEANUP-3	Express Analyzer-Transaction Band 3	Perpetual / Named User Plus		\$518.67	\$77.80	\$114.11
DWPEANUP-4	Express Analyzer-Transaction Band 4	Perpetual / Named User Plus		\$478.75	\$71.81	\$105.33
DWPEONUP-1	Express Objects-Transaction Band 1	Perpetual / Named User Plus		\$3,740.35	\$561.05	\$822.88
DWPEONUP-2	Express Objects-Transaction Band 2	Perpetual / Named User Plus		\$3,491.00	\$523.65	\$768.02
DWPEONUP-3	Express Objects-Transaction Band 3	Perpetual / Named User Plus		\$3,241.70	\$486.26	\$713.17
DWPEONUP-4	Express Objects-Transaction Band 4	Perpetual / Named User Plus		\$2,992.20	\$448.83	\$658.28
Integration Products						
IPOSGPCL-1	Open System Gateways-Transaction Band 1	Perpetual / Computer License		\$11,221.05	\$1,683.16	\$2,468.63
IPOSGPCL-2	Open System Gateways-Transaction Band 2	Perpetual / Computer License		\$10,473.00	\$1,570.95	\$2,304.06

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
IPOSGPCL-3	Open System Gateways-Transaction Band 3	Perpetual / Computer License		\$9,725.10	\$1,458.77	\$2,139.52
IPOSGPCL-4	Open System Gateways-Transaction Band 4	Perpetual / Computer License		\$8,976.60	\$1,346.49	\$1,974.85
IPMIGPCL-1	Mainframe Integration Gateways-Transaction Band 1	Perpetual / Computer License		\$71,066.65	\$10,660.00	\$15,634.66
IPMIGPCL-2	Mainframe Integration Gateways-Transaction Band 2	Perpetual / Computer License		\$66,329.00	\$9,949.35	\$14,592.38
IPMIGPCL-3	Mainframe Integration Gateways-Transaction Band 3	Perpetual / Computer License		\$61,592.30	\$9,238.85	\$13,550.31
IPMIGPCL-4	Mainframe Integration Gateways-Transaction Band 4	Perpetual / Computer License		\$56,851.80	\$8,527.77	\$12,507.40
IPEIGPCL-1	Enterprise Integration Gateways-Transaction Band 1	Perpetual / Computer License		\$26,182.45	\$3,927.37	\$5,760.14
IPEIGPCL-2	Enterprise Integration Gateways-Transaction Band 2	Perpetual / Computer License		\$24,437.00	\$3,665.55	\$5,376.14
IPEIGPCL-3	Enterprise Integration Gateways-Transaction Band 3	Perpetual / Computer License		\$22,691.90	\$3,403.79	\$4,992.22
IPEIGPCL-4	Enterprise Integration Gateways-Transaction Band 4	Perpetual / Computer License		\$20,945.40	\$3,141.81	\$4,607.99
IPEDASQLGCL-1	EDA/SQL Gateways-Transaction Band 1	Perpetual / Computer License		\$89,768.40	\$13,465.26	\$19,749.05
IPEDASQLGCL-2	EDA/SQL Gateways-Transaction Band 2	Perpetual / Computer License		\$83,784.00	\$12,567.60	\$18,432.48
IPEDASQLGCL-3	EDA/SQL Gateways-Transaction Band 3	Perpetual / Computer License		\$77,800.80	\$11,670.12	\$17,116.18
IPEDASQLGCL-4	EDA/SQL Gateways-Transaction Band 4	Perpetual / Computer License		\$71,812.80	\$10,771.92	\$15,798.82
IPEAEDASQLDCL-1	Each add. EDA/SQL Driver-Transaction Band 1	Perpetual / Computer License		\$44,884.20	\$6,732.63	\$9,874.52
IPEAEDASQLDCL-2	Each add. EDA/SQL Driver-Transaction Band 2	Perpetual / Computer License		\$41,892.00	\$6,283.80	\$9,216.24
IPEAEDASQLDCL-3	Each add. EDA/SQL Driver-Transaction Band 3	Perpetual / Computer License		\$38,900.40	\$5,835.06	\$8,558.09
IPEAEDASQLDCL-4	Each add. EDA/SQL Driver-Transaction Band 4	Perpetual / Computer License		\$35,906.40	\$5,385.96	\$7,899.41
IPRNANUP-1	RosettaNet Adapter-Transaction Band 1	Perpetual / Named User		\$22,442.10	\$3,366.32	\$4,937.26

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
IPRANUP-2	RosettaNet Adapter-Transaction Band 2	Plus Perpetual / Named User Plus		\$20,946.00	\$3,141.90	\$4,608.12
IPRANUP-3	RosettaNet Adapter-Transaction Band 3	Perpetual / Named User Plus		\$19,450.20	\$2,917.53	\$4,279.04
IPRANUP-4	RosettaNet Adapter-Transaction Band 4	Perpetual / Named User Plus		\$17,953.20	\$2,692.98	\$3,949.70
IPAANUP-1	Application Adapters-Transaction Band 1	Perpetual / Named User Plus		\$22,442.10	\$3,366.32	\$4,937.26
IPAANUP-2	Application Adapters-Transaction Band 2	Perpetual / Named User Plus		\$20,946.00	\$3,141.90	\$4,608.12
IPAANUP-3	Application Adapters-Transaction Band 3	Perpetual / Named User Plus		\$19,450.20	\$2,917.53	\$4,279.04
IPAANUP-4	Application Adapters-Transaction Band 4	Perpetual / Named User Plus		\$17,953.20	\$2,692.98	\$3,949.70
IPMTPMANUP-1	Mainframe & TP Monitor Adapters-Transaction Band 1	Perpetual / Named User Plus		\$44,884.20	\$6,732.63	\$9,874.52
IPMTPMANUP-2	Mainframe & TP Monitor Adapters-Transaction Band 2	Perpetual / Named User Plus		\$41,892.00	\$6,283.80	\$9,216.24
IPMTPMANUP-3	Mainframe & TP Monitor Adapters-Transaction Band 3	Perpetual / Named User Plus		\$38,900.40	\$5,835.06	\$8,558.09
IPMTPMANUP-4	Mainframe & TP Monitor Adapters-Transaction Band 4	Perpetual / Named User Plus		\$35,906.40	\$5,385.96	\$7,899.41
	Rdbd Products Rdbd Server Products					
RBDBEENUP-1	Rdbd Enterprise Edition-Transaction Band 1	Perpetual / Named User Plus		\$598.46	\$89.77	\$131.66
RBDBEENUP-2	Rdbd Enterprise Edition-Transaction Band 2	Perpetual / Named User Plus		\$558.56	\$83.78	\$122.88
RBDBEENUP-3	Rdbd Enterprise Edition-Transaction Band 3	Perpetual / Named User Plus		\$518.67	\$77.80	\$114.11
RBDBEENUP-4	Rdbd Enterprise Edition-Transaction Band 4	Perpetual / Named User Plus		\$478.75	\$71.81	\$105.33
RDBDEEPP-1	Rdbd Enterprise Edition-Transaction Band 1	Perpetual / Processor		\$29,922.80	\$4,488.42	\$6,583.02
RDBDEEPP-2	Rdbd Enterprise Edition-Transaction Band 2	Perpetual / Processor		\$27,928.00	\$4,189.20	\$6,144.16
RDBDEEPP-3	Rdbd Enterprise Edition-Transaction Band 3	Perpetual / Processor		\$25,933.60	\$3,890.04	\$5,705.39
RDBDEEPP-4	Rdbd Enterprise Edition-Transaction Band 4	Perpetual / Processor		\$23,937.60	\$3,590.64	\$5,266.27

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
CDBMSNUP-1	CODASYL DBMS-Transaction Band 1	Perpetual / Named User Plus		\$598.46	\$89.77	\$131.66
CDBMSNUP-2	CODASYL DBMS-Transaction Band 2	Perpetual / Named User Plus		\$558.56	\$83.78	\$122.88
CDBMSNUP-3	CODASYL DBMS-Transaction Band 3	Perpetual / Named User Plus		\$518.67	\$77.80	\$114.11
CDBMSNUP-4	CODASYL DBMS-Transaction Band 4	Perpetual / Named User Plus		\$478.75	\$71.81	\$105.33
	Rdbd Server Options:					
RDBDTNUP-1	TRACE-Transaction Band 1	Perpetual / Named User Plus		\$74.81	\$11.22	\$16.46
RDBDTNUP-2	TRACE-Transaction Band 2	Perpetual / Named User Plus		\$69.82	\$10.47	\$15.36
RDBDTNUP-3	TRACE-Transaction Band 3	Perpetual / Named User Plus		\$64.83	\$9.73	\$14.26
RDBDTNUP-4	TRACE-Transaction Band 4	Perpetual / Named User Plus		\$59.84	\$8.98	\$13.17
RDBDTPP-1	TRACE-Transaction Band 1	Perpetual / Processor		\$3,740.35	\$561.05	\$822.88
RDBDTPP-2	TRACE-Transaction Band 2	Perpetual / Processor		\$3,491.00	\$523.65	\$768.02
RDBDTPP-3	TRACE-Transaction Band 3	Perpetual / Processor		\$3,241.70	\$486.26	\$713.17
RDBDTPP-4	TRACE-Transaction Band 4	Perpetual / Processor		\$2,992.20	\$448.83	\$658.28
	RdbD Development, Query and Reporting Tools					
RBDPNUP-1	Programmer for Rdbe-Transaction Band 1	Perpetual / Named User Plus		\$748.07	\$112.21	\$164.58
RBDPNUP-2	Programmer for Rdbe-Transaction Band 2	Perpetual / Named User Plus		\$698.20	\$104.73	\$153.60
RBDPNUP-3	Programmer for Rdbe-Transaction Band 3	Perpetual / Named User Plus		\$648.34	\$97.25	\$142.63
RBDPNUP-4	Programmer for Rdbe-Transaction Band 4	Perpetual / Named User Plus		\$598.44	\$89.77	\$131.66
RBDCCDRNUP-1	CDD/Repository-Transaction Band 1	Perpetual / Named User Plus		\$3,740.35	\$561.05	\$822.88
RBDCCDRNUP-2	CDD/Repository-Transaction Band 2	Perpetual / Named User Plus		\$3,491.00	\$523.65	\$768.02
RBDCCDRNUP-3	CDD/Repository-Transaction Band 3	Perpetual / Named User Plus		\$3,241.70	\$486.26	\$713.17
RBDCCDRNUP-4	CDD/Repository-Transaction Band 4	Perpetual /		\$2,992.20	\$448.83	\$658.28

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
		Named User Plus				
	Component Applications Intelligence					
CAIFSAPAU-1	Financials & Sales Analyzers-Transaction Band 1	Perpetual / Appl. User	5	\$1,118.36	\$167.75	\$246.04
CAIFSAPAU-2	Financials & Sales Analyzers-Transaction Band 2	Perpetual / Appl. User	5	\$1,043.81	\$156.57	\$229.64
CAIFSAPAU-3	Financials & Sales Analyzers-Transaction Band 3	Perpetual / Appl. User	5	\$969.27	\$145.39	\$213.24
CAIFSAPAU-4	Financials & Sales Analyzers-Transaction Band 4	Perpetual / Appl. User	5	\$894.67	\$134.20	\$196.83
	Marketing and Sales					
CAMSTMPMU-1	Trade Management-Transaction Band 1	Perpetual / Marketing User	20	\$5,977.08	\$896.56	\$1,314.96
CAMSTMPMU-2	Trade Management-Transaction Band 2	Perpetual / Marketing User	20	\$5,578.62	\$836.79	\$1,227.30
CAMSTMPMU-3	Trade Management-Transaction Band 3	Perpetual / Marketing User	20	\$5,180.24	\$777.04	\$1,139.65
CAMSTMPMU-4	Trade Management-Transaction Band 4	Perpetual / Marketing User	20	\$4,781.54	\$717.23	\$1,051.94
CAMSTMOADPMU-1	Trade Management Option: Advanced Pricing- Transaction Band 1	Perpetual / Marketing User	20	\$1,492.40	\$223.86	\$328.33
CAMSTMOADPMU-2	Trade Management Option: Advanced Pricing- Transaction Band 2	Perpetual / Marketing User	20	\$1,392.91	\$208.94	\$306.44
CAMSTMOADPMU-3	Trade Management Option: Advanced Pricing- Transaction Band 3	Perpetual / Marketing User	20	\$1,293.44	\$194.02	\$284.56
CAMSTMOADPMU-4	Trade Management Option: Advanced Pricing- Transaction Band 4	Perpetual / Marketing User	20	\$1,193.89	\$179.08	\$262.66
CATSOAPPTSU-1	TeleSales Option: Advanced Pricing-Transaction Band 1	Perpetual / TeleSales User	10	\$1,492.40	\$223.86	\$328.33
CATSOAPPTSU-2	TeleSales Option: Advanced Pricing-Transaction Band 2	Perpetual / TeleSales User	10	\$1,392.91	\$208.94	\$306.44
CATSOAPPTSU-3	TeleSales Option: Advanced Pricing-Transaction Band 3	Perpetual / TeleSales User	10	\$1,293.44	\$194.02	\$284.56
CATSOAPPTSU-4	TeleSales Option: Advanced Pricing-Transaction Band 4	Perpetual / TeleSales User	10	\$1,193.89	\$179.08	\$262.66
CAQOAPPFSU-1	Quoting Option: Advanced Pricing-Transaction Band 1	Perpetual / Field Sales User	10	\$1,492.40	\$223.86	\$328.33
CAQOAPPFSU-2	Quoting Option: Advanced Pricing-Transaction Band 2	Perpetual / Field Sales User	10	\$1,392.91	\$208.94	\$306.44
CAQOAPPFSU-3	Quoting Option: Advanced Pricing-Transaction Band 3	Perpetual / Field Sales User	10	\$1,293.44	\$194.02	\$284.56
CAQOAPPFSU-4	Quoting Option: Advanced Pricing-Transaction Band 4	Perpetual / Field Sales User	10	\$1,193.89	\$179.08	\$262.66
CAPMPPO-1	Partner Management-Transaction Band 1	Perpetual / Partner Organization	100	\$744.33	\$111.65	\$163.75
CAPMPPO-2	Partner Management-Transaction Band 2	Perpetual / Partner Organization	100	\$694.71	\$104.21	\$152.84
CAPMPPO-3	Partner Management-Transaction Band 3	Perpetual / Partner	100	\$645.10	\$96.76	\$141.92

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
CAPMPPO-4	Partner Management-Transaction Band 4	Organization Perpetual / Partner Organization	100	\$595.45	\$89.32	\$131.00
CAICPCI-1	Incentive Compensation-Transaction Band 1	Perpetual / Compensated Indiv.	10	\$370.29	\$55.54	\$81.46
CAICPCI-2	Incentive Compensation-Transaction Band 2	Perpetual / Compensated Indiv.	10	\$345.61	\$51.84	\$76.03
CAICPCI-3	Incentive Compensation-Transaction Band 3	Perpetual / Compensated Indiv.	10	\$320.93	\$48.14	\$70.60
CAICPCI-4	Incentive Compensation-Transaction Band 4	Perpetual / Compensated Indiv.	10	\$296.23	\$44.43	\$65.17
Order Management						
CAOMOMPOMU-1	Order Management-Transaction Band 1	Perpetual / Order Management User	5	\$2,988.54	\$448.28	\$657.48
CAOMOMPOMU-2	Order Management-Transaction Band 2	Perpetual / Order Management User	5	\$2,789.31	\$418.40	\$613.65
CAOMOMPOMU-3	Order Management-Transaction Band 3	Perpetual / Order Management User	5	\$2,590.12	\$388.52	\$569.83
CAOMOMPOMU-4	Order Management-Transaction Band 4	Perpetual / Order Management User	5	\$2,390.77	\$358.62	\$525.97
CAOMOMPEOL-1	Order Management-Transaction Band 1	Perpetual / Elec. Order Line	100000	\$0.15	\$0.02	\$0.03
CAOMOMPEOL-2	Order Management-Transaction Band 2	Perpetual / Elec. Order Line	100000	\$0.14	\$0.02	\$0.03
CAOMOMPEOL-3	Order Management-Transaction Band 3	Perpetual / Elec. Order Line	100000	\$0.13	\$0.02	\$0.03
CAOMOMPEOL-4	Order Management-Transaction Band 4	Perpetual / Elec. Order Line	100000	\$0.12	\$0.02	\$0.03
CAOMOMOAPPOM-1	Order Management Option: Advanced Pricing- Transaction Band 1	Perpetual / Order Management User	10	\$1,492.40	\$223.86	\$328.33
CAOMOMOAPPOM-2	Order Management Option: Advanced Pricing- Transaction Band 2	Perpetual / Order Management User	10	\$1,392.91	\$208.94	\$306.44
CAOMOMOAPPOM-3	Order Management Option: Advanced Pricing- Transaction Band 3	Perpetual / Order Management User	10	\$1,293.44	\$194.02	\$284.56
CAOMOMOAPPOM-4	Order Management Option: Advanced Pricing- Transaction Band 4	Perpetual / Order Management User	10	\$1,193.89	\$179.08	\$262.66

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
CAOMOMOAPPEOL-1	Order Management Option: Advanced Pricing-Transaction Band 1	Perpetual / Electronic Order Line	100000	\$0.07	\$0.01	\$0.02
CAOMOMOAPPEOL-2	Order Management Option: Advanced Pricing-Transaction Band 2	Perpetual / Electronic Order Line	100000	\$0.07	\$0.01	\$0.02
CAOMOMOAPPEOL-3	Order Management Option: Advanced Pricing-Transaction Band 3	Perpetual / Electronic Order Line	100000	\$0.06	\$0.01	\$0.01
CAOMOMOAPPEOL-4	Order Management Option: Advanced Pricing-Transaction Band 4	Perpetual / Electronic Order Line	100000	\$0.06	\$0.01	\$0.01
CAOMCPP-1	Configurator-Transaction Band 1	Perpetual / Processor	1	\$112,210.50	\$16,831.58	\$24,686.31
CAOMCPP-2	Configurator-Transaction Band 2	Perpetual / Processor	1	\$104,730.00	\$15,709.50	\$23,040.60
CAOMCPP-3	Configurator-Transaction Band 3	Perpetual / Processor	1	\$97,251.00	\$14,587.65	\$21,395.22
CAOMCPP-4	Configurator-Transaction Band 4	Perpetual / Processor	1	\$89,766.00	\$13,464.90	\$19,748.52
CAOMISPP-1	iStore-Transaction Band 1	Perpetual / Processor	2	\$37,403.50	\$5,610.53	\$8,228.77
CAOMISPP-2	iStore-Transaction Band 2	Perpetual / Processor	2	\$34,910.00	\$5,236.50	\$7,680.20
CAOMISPP-3	iStore-Transaction Band 3	Perpetual / Processor	2	\$32,417.00	\$4,862.55	\$7,131.74
CAOMISPP-4	iStore-Transaction Band 4	Perpetual / Processor	2	\$29,922.00	\$4,488.30	\$6,582.84
Logistics						
CALIMPISU-1	Inventory Management-Transaction Band 1	Perpetual / Inventory / Shipping User	5	\$2,988.54	\$448.28	\$657.48
CALIMPISU-2	Inventory Management-Transaction Band 2	Perpetual / Inventory / Shipping User	5	\$2,789.31	\$418.40	\$613.65
CALIMPISU-3	Inventory Management-Transaction Band 3	Perpetual / Inventory / Shipping User	5	\$2,590.12	\$388.52	\$569.83
CALIMPISU-4	Inventory Management-Transaction Band 4	Perpetual / Inventory / Shipping User	5	\$2,390.77	\$358.62	\$525.97
CALIMOTPISU-1	Inventory Management Option: Transportation-Transaction Band 1	Perpetual / Inventory / Shipping User	20	\$1,492.40	\$223.86	\$328.33
CALIMOTPISU-2	Inventory Management Option: Transportation-Transaction Band 2	Perpetual / Inventory / Shipping User	20	\$1,392.91	\$208.94	\$306.44
CALIMOTPISU-3	Inventory Management Option: Transportation-Transaction Band 3	Perpetual / Inventory / Shipping User	20	\$1,293.44	\$194.02	\$284.56
CALIMOTPISU-4	Inventory Management Option: Transportation-Transaction Band 4	Perpetual / Inventory / Shipping User	20	\$1,193.89	\$179.08	\$262.66
Supply Chain Planning						
CASCPASPCOG-1	Advanced Supply Chain Planing-Transaction Band	Perpetual / \$M	60	\$1,122.11	\$168.32	\$246.86

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
	1	Cost of Goods Sold				
CASCASCPCOG-2	Advanced Supply Chain Planing-Transaction Band 2	Perpetual / \$M Cost of Goods Sold	60	\$1,047.30	\$157.10	\$230.41
CASCASCPCOG-3	Advanced Supply Chain Planing-Transaction Band 3	Perpetual / \$M Cost of Goods Sold	60	\$972.51	\$145.88	\$213.95
CASCASCPCOG-4	Advanced Supply Chain Planing-Transaction Band 4	Perpetual / \$M Cost of Goods Sold	60	\$897.66	\$134.65	\$197.49
CAASCPOCBO-1	Advanced Supply Chain Planing Option: Constraint Based Optimization-Transaction Band 1	Perpetual / \$M Cost of Goods Sold	60	\$280.53	\$42.08	\$61.72
CAASCPOCBO-2	Advanced Supply Chain Planing Option: Constraint Based Optimization-Transaction Band 2	Perpetual / \$M Cost of Goods Sold	60	\$261.83	\$39.27	\$57.60
CAASCPOCBO-3	Advanced Supply Chain Planing Option: Constraint Based Optimization-Transaction Band 3	Perpetual / \$M Cost of Goods Sold	60	\$243.13	\$36.47	\$53.49
CAASCPOCBO-4	Advanced Supply Chain Planing Option: Constraint Based Optimization-Transaction Band 4	Perpetual / \$M Cost of Goods Sold	60	\$224.42	\$33.66	\$49.37
CASCPIPCOG-1	Inventory Optimization-Transaction Band 1	Perpetual / \$M Cost of Goods Sold	60	\$561.05	\$84.16	\$123.43
CASCPIPCOG-2	Inventory Optimization-Transaction Band 2	Perpetual / \$M Cost of Goods Sold	60	\$523.65	\$78.55	\$115.20
CASCPIPCOG-3	Inventory Optimization-Transaction Band 3	Perpetual / \$M Cost of Goods Sold	60	\$486.26	\$72.94	\$106.98
CASCPIPCOG-4	Inventory Optimization-Transaction Band 4	Perpetual / \$M Cost of Goods Sold	60	\$448.83	\$67.32	\$98.74
CASCPOPCOG-1	Global Order Promising-Transaction Band 1	Perpetual / \$M Cost of Goods Sold	60	\$224.42	\$33.66	\$49.37
CASCPOPCOG-2	Global Order Promising-Transaction Band 2	Perpetual / \$M Cost of Goods Sold	60	\$209.46	\$31.42	\$46.08
CASCPOPCOG-3	Global Order Promising-Transaction Band 3	Perpetual / \$M Cost of Goods Sold	60	\$194.50	\$29.18	\$42.79
CASCPOPCOG-4	Global Order Promising-Transaction Band 4	Perpetual / \$M Cost of Goods Sold	60	\$179.53	\$26.93	\$39.50
CASCDPDCOG-1	Demand Planning-Transaction Band 1	Perpetual / \$M Cost of Goods Sold	60	\$448.84	\$67.33	\$98.75
CASCDPDCOG-2	Demand Planning-Transaction Band 2	Perpetual / \$M Cost of Goods Sold	60	\$418.92	\$62.84	\$92.16
CASCDPDCOG-3	Demand Planning-Transaction Band 3	Perpetual / \$M Cost of Goods Sold	60	\$389.00	\$58.35	\$85.58
CASCDPDCOG-4	Demand Planning-Transaction Band 4	Perpetual / \$M Cost of Goods	60	\$359.06	\$53.86	\$78.99

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
		Sold				
	Procurement					
CAPPPU-1	Purchasing-Transaction Band 1	Perpetual / Purchasing User	5	\$2,988.54	\$448.28	\$657.48
CAPPPU-2	Purchasing-Transaction Band 2	Perpetual / Purchasing User	5	\$2,789.31	\$418.40	\$613.65
CAPPPU-3	Purchasing-Transaction Band 3	Perpetual / Purchasing User	5	\$2,590.12	\$388.52	\$569.83
CAPPPU-4	Purchasing-Transaction Band 4	Perpetual / Purchasing User	5	\$2,390.77	\$358.62	\$525.97
CAIPPLU-1	iProcurement-Transaction Band 1	Perpetual / Purchase Line	5000	\$3.74	\$0.56	\$0.82
CAIPPLU-2	iProcurement-Transaction Band 2	Perpetual / Purchase Line	5000	\$3.49	\$0.52	\$0.77
CAIPPLU-3	iProcurement-Transaction Band 3	Perpetual / Purchase Line	5000	\$3.24	\$0.49	\$0.71
CAIPPLU-4	iProcurement-Transaction Band 4	Perpetual / Purchase Line	5000	\$2.99	\$0.45	\$0.66
CAEMATV-1	Exchange Marketplace-Transaction Band 1	Perpetual / \$M Annual Transaction Volume	300	\$3,740.35	\$561.05	\$822.88
CAEMATV-2	Exchange Marketplace-Transaction Band 2	Perpetual / \$M Annual Transaction Volume	300	\$3,491.00	\$523.65	\$768.02
CAEMATV-3	Exchange Marketplace-Transaction Band 3	Perpetual / \$M Annual Transaction Volume	300	\$3,241.70	\$486.26	\$713.17
CAEMATV-4	Exchange Marketplace-Transaction Band 4	Perpetual / \$M Annual Transaction Volume	300	\$2,992.20	\$448.83	\$658.28
	Manufacturing					
CAMDMMU-1	Discrete Manufacturing-Transaction Band 1	Perpetual / Manufacturing User	10	\$2,988.54	\$448.28	\$657.48
CAMDMMU-2	Discrete Manufacturing-Transaction Band 2	Perpetual / Manufacturing User	10	\$2,789.31	\$418.40	\$613.65
CAMDMMU-3	Discrete Manufacturing-Transaction Band 3	Perpetual / Manufacturing User	10	\$2,590.12	\$388.52	\$569.83
CAMDMMU-4	Discrete Manufacturing-Transaction Band 4	Perpetual / Manufacturing User	10	\$2,390.77	\$358.62	\$525.97
CAMDMOFLMU-1	Discrete Manufacturing Option: Flow Manufacturing- Transaction Band 1	Perpetual / Manufacturing User	10	\$2,240.47	\$336.07	\$492.90
CAMDMOFLMU-2	Discrete Manufacturing Option: Flow Manufacturing- Transaction Band 2	Perpetual / Manufacturing User	10	\$2,091.11	\$313.67	\$460.04
CAMDMOFLMU-3	Discrete Manufacturing Option: Flow Manufacturing- Transaction Band 3	Perpetual / Manufacturing	10	\$1,941.78	\$291.27	\$427.19

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update	Update +
					GSA Price (Product# -UD)	Support GSA Price (Product# -UDSU)
CAMDMOFLMU-4	Discrete Manufacturing Option: Flow Manufacturing- Transaction Band 4	User Perpetual / Manufacturing User	10	\$1,792.33	\$268.85	\$394.31
CAMDMOMSMU-1	Discrete Manufacturing Option: Manufacturing Scheduling-Transaction Band 1	Perpetual / Manufacturing User	10	\$1,118.36	\$167.75	\$246.04
CAMDMOMSMU-2	Discrete Manufacturing Option: Manufacturing Scheduling-Transaction Band 2	Perpetual / Manufacturing User	10	\$1,043.81	\$156.57	\$229.64
CAMDMOMSMU-3	Discrete Manufacturing Option: Manufacturing Scheduling-Transaction Band 3	Perpetual / Manufacturing User	10	\$969.27	\$145.39	\$213.24
CAMDMOMSMU-4	Discrete Manufacturing Option: Manufacturing Scheduling-Transaction Band 4	Perpetual / Manufacturing User	10	\$894.67	\$134.20	\$196.83
CAMPMMU-1	Process Manufacturing-Transaction Band 1	Perpetual / Manufacturing User	10	\$2,988.54	\$448.28	\$657.48
CAMPMMU-2	Process Manufacturing-Transaction Band 2	Perpetual / Manufacturing User	10	\$2,789.31	\$418.40	\$613.65
CAMPMMU-3	Process Manufacturing-Transaction Band 3	Perpetual / Manufacturing User	10	\$2,590.12	\$388.52	\$569.83
CAMPMMU-4	Process Manufacturing-Transaction Band 4	Perpetual / Manufacturing User	10	\$2,390.77	\$358.62	\$525.97
	Service					
CASTSAU-1	TeleService-Transaction Band 1	Perpetual / Application User	10	\$2,988.54	\$448.28	\$657.48
CASTSAU-2	TeleService-Transaction Band 2	Perpetual / Application User	10	\$2,789.31	\$418.40	\$613.65
CASTSAU-3	TeleService-Transaction Band 3	Perpetual / Application User	10	\$2,590.12	\$388.52	\$569.83
CASTSAU-4	TeleService-Transaction Band 4	Perpetual / Application User	10	\$2,390.77	\$358.62	\$525.97
CASSCAU-1	Service Contracts-Transaction Band 1	Perpetual / Application User	10	\$4,484.68	\$672.70	\$986.63
CASSCAU-2	Service Contracts-Transaction Band 2	Perpetual / Application User	10	\$4,185.71	\$627.86	\$920.86
CASSCAU-3	Service Contracts-Transaction Band 3	Perpetual / Application User	10	\$3,886.80	\$583.02	\$855.10
CASSCAU-4	Service Contracts-Transaction Band 4	Perpetual / Application User	10	\$3,587.65	\$538.15	\$789.28
CASFSFT-1	Field Service-Transaction Band 1	Perpetual / Field Technician	20	\$2,240.47	\$336.07	\$492.90
CASFSFT-2	Field Service-Transaction Band 2	Perpetual / Field Technician	20	\$2,091.11	\$313.67	\$460.04
CASFSFT-3	Field Service-Transaction Band 3	Perpetual / Field Technician	20	\$1,941.78	\$291.27	\$427.19
CASFSFT-4	Field Service-Transaction Band 4	Perpetual / Field Technician	20	\$1,792.33	\$268.85	\$394.31
CASFSOSMFT-1	Field Service Option: Spares Management-	Perpetual / Field	50	\$744.33	\$111.65	\$163.75

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update	Update +
					Update GSA Price	Support GSA Price
					(Product# -UD)	(Product# -UDSU)
CASFSOSMFT-2	Transaction Band 1 Field Service Option: Spares Management- Transaction Band 2	Technician Perpetual / Field Technician	50	\$694.71	\$104.21	\$152.84
CASFSOSMFT-3	Field Service Option: Spares Management- Transaction Band 3	Perpetual / Field Technician	50	\$645.10	\$96.76	\$141.92
CASFSOSMFT-4	Field Service Option: Spares Management- Transaction Band 4	Perpetual / Field Technician	50	\$595.45	\$89.32	\$131.00
CASFSOASFT-1	Field Service Option: Advanced Scheduler- Transaction Band 1	Perpetual / Field Technician	50	\$1,118.36	\$167.75	\$246.04
CASFSOASFT-2	Field Service Option: Advanced Scheduler- Transaction Band 2	Perpetual / Field Technician	50	\$1,043.81	\$156.57	\$229.64
CASFSOASFT-3	Field Service Option: Advanced Scheduler- Transaction Band 3	Perpetual / Field Technician	50	\$969.27	\$145.39	\$213.24
CASFSOASFT-4	Field Service Option: Advanced Scheduler- Transaction Band 4	Perpetual / Field Technician	50	\$894.67	\$134.20	\$196.83
CASFSOMFSFT-1	Field Service Option: Mobile Field Service- Transaction Band 1	Perpetual / Field Technician	50	\$744.33	\$111.65	\$163.75
CASFSOMFSFT-2	Field Service Option: Mobile Field Service- Transaction Band 2	Perpetual / Field Technician	50	\$694.71	\$104.21	\$152.84
CASFSOMFSFT-3	Field Service Option: Mobile Field Service- Transaction Band 3	Perpetual / Field Technician	50	\$645.10	\$96.76	\$141.92
CASFSOMFSFT-4	Field Service Option: Mobile Field Service- Transaction Band 4	Perpetual / Field Technician	50	\$595.45	\$89.32	\$131.00
CASDRAU-1	Depot Repair-Transaction Band 1	Perpetual / Application User	10	\$2,988.54	\$448.28	\$657.48
CASDRAU-2	Depot Repair-Transaction Band 2	Perpetual / Application User	10	\$2,789.31	\$418.40	\$613.65
CASDRAU-3	Depot Repair-Transaction Band 3	Perpetual / Application User	10	\$2,590.12	\$388.52	\$569.83
CASDRAU-4	Depot Repair-Transaction Band 4	Perpetual / Application User	10	\$2,390.77	\$358.62	\$525.97
CAISPP-1	iSupport-Transaction Band 1	Perpetual / Processor	2	\$37,403.50	\$5,610.53	\$8,228.77
CAISPP-2	iSupport-Transaction Band 2	Perpetual / Processor	2	\$34,910.00	\$5,236.50	\$7,680.20
CAISPP-3	iSupport-Transaction Band 3	Perpetual / Processor	2	\$32,417.00	\$4,862.55	\$7,131.74
CAISPP-4	iSupport-Transaction Band 4	Perpetual / Processor	2	\$29,922.00	\$4,488.30	\$6,582.84
Projects						
CAPPCOAU-1	Project Costing-Transaction Band 1	Perpetual / Application User	5	\$2,988.54	\$448.28	\$657.48
CAPPCOAU-2	Project Costing-Transaction Band 2	Perpetual / Application User	5	\$2,789.31	\$418.40	\$613.65
CAPPCOAU-3	Project Costing-Transaction Band 3	Perpetual / Application User	5	\$2,590.12	\$388.52	\$569.83
CAPPCOAU-4	Project Costing-Transaction Band 4	Perpetual / Application User	5	\$2,390.77	\$358.62	\$525.97
CAPPCOPBAU-1	Project Costing Option: Project Billing-Transaction Band 1	Perpetual / Application User	5	\$2,240.47	\$336.07	\$492.90
CAPPCOPBAU-2	Project Costing Option: Project Billing-Transaction Band 2	Perpetual / Application User	5	\$2,091.11	\$313.67	\$460.04
CAPPCOPBAU-3	Project Costing Option: Project Billing-Transaction Band 3	Perpetual / Application User	5	\$1,941.78	\$291.27	\$427.19

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
CAPPCOPBAU-4	Project Costing Option: Project Billing-Transaction Band 4	Perpetual / Application User	5	\$1,792.33	\$268.85	\$394.31
CAPPCAU-1	Project Collaboration-Transaction Band 1	Perpetual / Application User	50	\$220.68	\$33.10	\$48.55
CAPPCAU-2	Project Collaboration-Transaction Band 2	Perpetual / Application User	50	\$205.97	\$30.90	\$45.31
CAPPCAU-3	Project Collaboration-Transaction Band 3	Perpetual / Application User	50	\$191.26	\$28.69	\$42.08
CAPPCAU-4	Project Collaboration-Transaction Band 4	Perpetual / Application User	50	\$176.54	\$26.48	\$38.84
CAPPMU-1	Project Management-Transaction Band 1	Perpetual / Application User	25	\$594.72	\$89.21	\$130.84
CAPPMU-2	Project Management-Transaction Band 2	Perpetual / Application User	25	\$555.07	\$83.26	\$122.12
CAPPMU-3	Project Management-Transaction Band 3	Perpetual / Application User	25	\$515.43	\$77.31	\$113.39
CAPPMU-4	Project Management-Transaction Band 4	Perpetual / Application User	25	\$475.76	\$71.36	\$104.67
CAPCAU-1	Project Contracts-Transaction Band 1	Perpetual / Application User	10	\$4,484.68	\$672.70	\$986.63
CAPCAU-2	Project Contracts-Transaction Band 2	Perpetual / Application User	10	\$4,185.71	\$627.86	\$920.86
CAPCAU-3	Project Contracts-Transaction Band 3	Perpetual / Application User	10	\$3,886.80	\$583.02	\$855.10
CAPCAU-4	Project Contracts-Transaction Band 4	Perpetual / Application User	10	\$3,587.65	\$538.15	\$789.28
Product Lifecycle Management						
CAPLMCADAU-1	CADView-3D-Transaction Band 1	Perpetual / Application User	100	\$744.33	\$111.65	\$163.75
CAPLMCADAU-2	CADView-3D-Transaction Band 2	Perpetual / Application User	100	\$694.71	\$104.21	\$152.84
CAPLMCADAU-3	CADView-3D-Transaction Band 3	Perpetual / Application User	100	\$645.10	\$96.76	\$141.92
CAPLMCADAU-4	CADView-3D-Transaction Band 4	Perpetual / Application User	100	\$595.45	\$89.32	\$131.00
Financial						
CAFFFU-1	Financials-Transaction Band 1	Perpetual / Financials User	5	\$2,988.54	\$448.28	\$657.48
CAFFFU-2	Financials-Transaction Band 2	Perpetual / Financials User	5	\$2,789.31	\$418.40	\$613.65
CAFFFU-3	Financials-Transaction Band 3	Perpetual / Financials User	5	\$2,590.12	\$388.52	\$569.83
CAFFFU-4	Financials-Transaction Band 4	Perpetual / Financials User	5	\$2,390.77	\$358.62	\$525.97
CAFFOABMFU-1	Financials Option: Activity Based Management-Transaction Band 1	Perpetual / Financials User	40	\$893.94	\$134.09	\$196.67
CAFFOABMFU-2	Financials Option: Activity Based Management-Transaction Band 2	Perpetual / Financials User	40	\$834.35	\$125.15	\$183.56
CAFFOABMFU-3	Financials Option: Activity Based Management-Transaction Band 3	Perpetual / Financials User	40	\$774.77	\$116.21	\$170.45
CAFFOABMFU-4	Financials Option: Activity Based Management-Transaction Band 4	Perpetual / Financials User	40	\$715.14	\$107.27	\$157.33

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
CAFACFU-1	Advanced Collections-Transaction Band 1	Perpetual / Financials User	10	\$893.94	\$134.09	\$196.67
CAFACFU-2	Advanced Collections-Transaction Band 2	Perpetual / Financials User	10	\$834.35	\$125.15	\$183.56
CAFACFU-3	Advanced Collections-Transaction Band 3	Perpetual / Financials User	10	\$774.77	\$116.21	\$170.45
CAFACFU-4	Advanced Collections-Transaction Band 4	Perpetual / Financials User	10	\$715.14	\$107.27	\$157.33
CAFIEER-1	Internet Expenses-Transaction Band 1	Perpetual / Expense Report	1000	\$3.74	\$0.56	\$0.82
CAFIEER-2	Internet Expenses-Transaction Band 2	Perpetual / Expense Report	1000	\$3.49	\$0.52	\$0.77
CAFIEER-3	Internet Expenses-Transaction Band 3	Perpetual / Expense Report	1000	\$3.24	\$0.49	\$0.71
CAFIEER-4	Internet Expenses-Transaction Band 4	Perpetual / Expense Report	1000	\$2.99	\$0.45	\$0.66
CAFIRIL-1	iReceivables-Transaction Band 1	Perpetual / 1K Invoice Line	20	\$37.40	\$5.61	\$8.23
CAFIRIL-2	iReceivables-Transaction Band 2	Perpetual / 1K Invoice Line	20	\$34.91	\$5.24	\$7.68
CAFIRIL-3	iReceivables-Transaction Band 3	Perpetual / 1K Invoice Line	20	\$32.42	\$4.86	\$7.13
CAFIRIL-4	iReceivables-Transaction Band 4	Perpetual / 1K Invoice Line	20	\$29.92	\$4.49	\$6.58
CAFTAU-1	Treasury-Transaction Band 1	Perpetual / Application User	4	\$18,698.01	\$2,804.70	\$4,113.56
CAFTAU-2	Treasury-Transaction Band 2	Perpetual / Application User	4	\$17,451.51	\$2,617.73	\$3,839.33
CAFTAU-3	Treasury-Transaction Band 3	Perpetual / Application User	4	\$16,205.26	\$2,430.79	\$3,565.16
CAFTAU-4	Treasury-Transaction Band 4	Perpetual / Application User	4	\$14,958.01	\$2,243.70	\$3,290.76
Human Resources						
CAHRHRP-1	Human Resources-Transaction Band 1	Perpetual / Person	100	\$37.40	\$5.61	\$8.23
CAHRHRP-2	Human Resources-Transaction Band 2	Perpetual / Person	100	\$34.91	\$5.24	\$7.68
CAHRHRP-3	Human Resources-Transaction Band 3	Perpetual / Person	100	\$32.42	\$4.86	\$7.13
CAHRHRP-4	Human Resources-Transaction Band 4	Perpetual / Person	100	\$29.92	\$4.49	\$6.58

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update	Update +
					Update GSA Price (Product# -UD)	Support GSA Price (Product# -UDSU)
CAHRSSHRP-1	Self-Service Human Resources-Transaction Band 1	Perpetual / Person	100	\$26.18	\$3.93	\$5.76
CAHRSSHRP-2	Self-Service Human Resources-Transaction Band 2	Perpetual / Person	100	\$24.44	\$3.67	\$5.38
CAHRSSHRP-3	Self-Service Human Resources-Transaction Band 3	Perpetual / Person	100	\$22.69	\$3.40	\$4.99
CAHRSSHRP-4	Self-Service Human Resources-Transaction Band 4	Perpetual / Person	100	\$20.95	\$3.14	\$4.61
CAHRABP-1	Advanced Benefits-Transaction Band 1	Perpetual / Person	500	\$29.92	\$4.49	\$6.58
CAHRABP-2	Advanced Benefits-Transaction Band 2	Perpetual / Person	500	\$27.93	\$4.19	\$6.14
CAHRABP-3	Advanced Benefits-Transaction Band 3	Perpetual / Person	500	\$25.93	\$3.89	\$5.71
CAHRABP-4	Advanced Benefits-Transaction Band 4	Perpetual / Person	500	\$23.94	\$3.59	\$5.27
CAFTAT-1	Training Administration-Transaction Band 1	Perpetual / Trainee	100	\$22.44	\$3.37	\$4.94
CAFTAT-2	Training Administration-Transaction Band 2	Perpetual / Trainee	100	\$20.95	\$3.14	\$4.61
CAFTAT-3	Training Administration-Transaction Band 3	Perpetual / Trainee	100	\$19.45	\$2.92	\$4.28
CAFTAT-4	Training Administration-Transaction Band 4	Perpetual / Trainee	100	\$17.95	\$2.69	\$3.95
CAFILT-1	iLearning-Transaction Band 1	Perpetual / Trainee	100	\$22.44	\$3.37	\$4.94
CAFILT-2	iLearning-Transaction Band 2	Perpetual / Trainee	100	\$20.95	\$3.14	\$4.61
CAFILT-3	iLearning-Transaction Band 3	Perpetual / Trainee	100	\$19.45	\$2.92	\$4.28
CAFILT-4	iLearning-Transaction Band 4	Perpetual / Trainee	100	\$17.95	\$2.69	\$3.95
CAFPP-1	Payroll-Transaction Band 1	Perpetual / Person	500	\$44.88	\$6.73	\$9.87
CAFPP-2	Payroll-Transaction Band 2	Perpetual / Person	500	\$41.89	\$6.28	\$9.22
CAFPP-3	Payroll-Transaction Band 3	Perpetual / Person	500	\$38.90	\$5.84	\$8.56
CAFPP-4	Payroll-Transaction Band 4	Perpetual / Person	500	\$35.91	\$5.39	\$7.90
CAFTLP-1	Time and Labor-Transaction Band 1	Perpetual / Person	100	\$26.18	\$3.93	\$5.76
CAFTLP-2	Time and Labor-Transaction Band 2	Perpetual / Person	100	\$24.44	\$3.67	\$5.38
CAFTLP-3	Time and Labor-Transaction Band 3	Perpetual / Person	100	\$22.69	\$3.40	\$4.99
CAFTLP-4	Time and Labor-Transaction Band 4	Perpetual / Person	100	\$20.95	\$3.14	\$4.61
CAHRHRIP-1	HR Intelligence-Transaction Band 1	Perpetual / Person	100	\$18.70	\$2.81	\$4.11
CAHRHRIP-2	HR Intelligence-Transaction Band 2	Perpetual / Person	100	\$17.46	\$2.62	\$3.84
CAHRHRIP-3	HR Intelligence-Transaction Band 3	Perpetual / Person	100	\$16.21	\$2.43	\$3.57

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update	Update +
					GSA Price (Product# -UD)	Support GSA Price (Product# -UDSU)
CAHRHRIP-4	HR Intelligence-Transaction Band 4	Perpetual / Person	100	\$14.96	\$2.24	\$3.29
Data Librarian						
CADLCDLAU-1	Customer Data Librarian-Transaction Band 1	Perpetual / Application User	5	\$4,484.68	\$672.70	\$986.63
CADLCDLAU-2	Customer Data Librarian-Transaction Band 2	Perpetual / Application User	5	\$4,185.71	\$627.86	\$920.86
CADLCDLAU-3	Customer Data Librarian-Transaction Band 3	Perpetual / Application User	5	\$3,886.80	\$583.02	\$855.10
CADLCDLAU-4	Customer Data Librarian-Transaction Band 4	Perpetual / Application User	5	\$3,587.65	\$538.15	\$789.28
CADLCDHP-1	Customer Data Hub-Transaction Band 1	Perpetual / Processor	1	\$74,807.00	\$11,221.05	\$16,457.54
CADLCDHP-2	Customer Data Hub-Transaction Band 2	Perpetual / Processor	1	\$69,820.00	\$10,473.00	\$15,360.40
CADLCDHP-3	Customer Data Hub-Transaction Band 3	Perpetual / Processor	1	\$64,834.00	\$9,725.10	\$14,263.48
CADLCDHP-4	Customer Data Hub-Transaction Band 4	Perpetual / Processor	1	\$59,844.00	\$8,976.60	\$13,165.68
CADLCDSS-1	Customer Data Spoke-Transaction Band 1	Perpetual / System	1	\$74,807.00	\$11,221.05	\$16,457.54
CADLCDSS-2	Customer Data Spoke-Transaction Band 2	Perpetual / System	1	\$69,820.00	\$10,473.00	\$15,360.40
CADLCDSS-3	Customer Data Spoke-Transaction Band 3	Perpetual / System	1	\$64,834.00	\$9,725.10	\$14,263.48
CADLCDSS-4	Customer Data Spoke-Transaction Band 4	Perpetual / System	1	\$59,844.00	\$8,976.60	\$13,165.68
Interaction Center Technology						
CAICTAITW-1	Advanced Inbound Telephony-Transaction Band 1	Perpetual / Workstation	50	\$744.33	\$111.65	\$163.75
CAICTAITW-2	Advanced Inbound Telephony-Transaction Band 2	Perpetual / Workstation	50	\$694.71	\$104.21	\$152.84
CAICTAITW-3	Advanced Inbound Telephony-Transaction Band 3	Perpetual / Workstation	50	\$645.10	\$96.76	\$141.92
CAICTAITW-4	Advanced Inbound Telephony-Transaction Band 4	Perpetual / Workstation	50	\$595.45	\$89.32	\$131.00
CAICTAOTW-1	Advanced Outbound Telephony-Transaction Band 1	Perpetual / Workstation	50	\$744.33	\$111.65	\$163.75
CAICTAOTW-2	Advanced Outbound Telephony-Transaction Band 2	Perpetual / Workstation	50	\$694.71	\$104.21	\$152.84
CAICTAOTW-3	Advanced Outbound Telephony-Transaction Band 3	Perpetual / Workstation	50	\$645.10	\$96.76	\$141.92
CAICTAOTW-4	Advanced Outbound Telephony-Transaction Band 4	Perpetual / Workstation	50	\$595.45	\$89.32	\$131.00
CAICTSW-1	Scripting-Transaction Band 1	Perpetual / Workstation	50	\$445.10	\$66.77	\$97.92
CAICTSW-2	Scripting-Transaction Band 2	Perpetual / Workstation	50	\$415.43	\$62.31	\$91.39
CAICTSW-3	Scripting-Transaction Band 3	Perpetual / Workstation	50	\$385.76	\$57.86	\$84.87
CAICTSW-4	Scripting-Transaction Band 4	Perpetual / Workstation	50	\$356.07	\$53.41	\$78.34

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update	Update + Support
					GSA Price (Product# -UD)	GSA Price (Product# -UDSU)
CAICTEMCW-1	eMail Center-Transaction Band 1	Perpetual / Workstation	50	\$1,492.40	\$223.86	\$328.33
CAICTEMCW-2	eMail Center-Transaction Band 2	Perpetual / Workstation	50	\$1,392.91	\$208.94	\$306.44
CAICTEMCW-3	eMail Center-Transaction Band 3	Perpetual / Workstation	50	\$1,293.44	\$194.02	\$284.56
CAICTEMCW-4	eMail Center-Transaction Band 4	Perpetual / Workstation	50	\$1,193.89	\$179.08	\$262.66
Other						
CAOTAAU-1	Tutor for Applications-Transaction Band 1	Perpetual / Application User	5	\$370.29	\$55.54	\$81.46
CAOTAAU-2	Tutor for Applications-Transaction Band 2	Perpetual / Application User	5	\$345.61	\$51.84	\$76.03
CAOTAAU-3	Tutor for Applications-Transaction Band 3	Perpetual / Application User	5	\$320.93	\$48.14	\$70.60
CAOTAAU-4	Tutor for Applications-Transaction Band 4	Perpetual / Application User	5	\$296.23	\$44.43	\$65.17
CAOFCU-1	Files-Transaction Band 1	Perpetual / Collaboration Program User	1	\$33.66	\$5.05	\$7.41
CAOFCU-2	Files-Transaction Band 2	Perpetual / Collaboration Program User	1	\$31.42	\$4.71	\$6.91
CAOFCU-3	Files-Transaction Band 3	Perpetual / Collaboration Program User	1	\$29.18	\$4.38	\$6.42
CAOFCU-4	Files-Transaction Band 4	Perpetual / Collaboration Program User	1	\$26.93	\$4.04	\$5.92

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
CAOFYS-1	Files-Transaction Band 1	Perpetual / 1 Year Sub. Lic.	1	\$8.23	\$1.23	\$1.81
CAOFYS-2	Files-Transaction Band 2	Perpetual / 1 Year Sub. Lic.	1	\$7.68	\$1.15	\$1.69
CAOFYS-3	Files-Transaction Band 3	Perpetual / 1 Year Sub. Lic.	1	\$7.13	\$1.07	\$1.57
CAOFYS-4	Files-Transaction Band 4	Perpetual / 1 Year Sub. Lic.	1	\$6.58	\$0.99	\$1.45
CAOSSTPE-1	Self-Service Tutor for Applications-Transaction Band 1	Perpetual / Employee	5	\$14.96	\$2.24	\$3.29
CAOSSTPE-2	Self-Service Tutor for Applications-Transaction Band 2	Perpetual / Employee	5	\$13.96	\$2.09	\$3.07
CAOSSTPE-3	Self-Service Tutor for Applications-Transaction Band 3	Perpetual / Employee	5	\$12.97	\$1.95	\$2.85
CAOSSTPE-4	Self-Service Tutor for Applications-Transaction Band 4	Perpetual / Employee	5	\$11.97	\$1.80	\$2.63
CAOAROUAROU-1	Applications Read-Only User-Transaction Band 1	Perpetual / Application Read-Only User	1	\$1,118.36	\$167.75	\$246.04

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
CAOAROUAROU-2	Applications Read-Only User-Transaction Band 2	Perpetual / Application Read-Only User	1	\$1,043.81	\$156.57	\$229.64
CAOAROUAROU-3	Applications Read-Only User-Transaction Band 3	Perpetual / Application Read-Only User	1	\$969.27	\$145.39	\$213.24
CAOAROUAROU-4	Applications Read-Only User-Transaction Band 4	Perpetual / Application Read-Only User	1	\$894.67	\$134.20	\$196.83

**Vertical Applications
Communications/Utilities**

VACUCRLFMM-1	CRL Financial Management-Transaction Band 1	Perpetual / Module	1	\$187,013.76	\$28,052.06	\$41,143.03
VACUCRLFMM-2	CRL Financial Management-Transaction Band 2	Perpetual / Module	1	\$174,546.51	\$26,181.98	\$38,400.23
VACUCRLFMM-3	CRL Financial Management-Transaction Band 3	Perpetual / Module	1	\$162,081.76	\$24,312.26	\$35,657.99
VACUCRLFMM-4	CRL Financial Management-Transaction Band 4	Perpetual / Module	1	\$149,607.01	\$22,441.05	\$32,913.54

VACUCRLFMP-1	CRL Financial Management-Transaction Band 1	Perpetual / Per Subscriber Thereafter	1	\$0.19	\$0.03	\$0.04
VACUCRLFMP-2	CRL Financial Management-Transaction Band 2	Perpetual / Per Subscriber Thereafter	1	\$0.17	\$0.03	\$0.04
VACUCRLFMP-3	CRL Financial Management-Transaction Band 3	Perpetual / Per Subscriber Thereafter	1	\$0.16	\$0.02	\$0.04
VACUCRLFMP-4	CRL Financial Management-Transaction Band 4	Perpetual / Per Subscriber Thereafter	1	\$0.15	\$0.02	\$0.03

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
VACUNLNATS-1	Network Logisitics (Network Asset Tracking)- Transaction Band 1	Perpetual / 1st 200,000 Subscribers	1	\$187,013.76	\$28,052.06	\$41,143.03
VACUNLNATS-2	Network Logisitics (Network Asset Tracking)- Transaction Band 2	Perpetual / 1st 200,000 Subscribers	1	\$174,546.51	\$26,181.98	\$38,400.23
VACUNLNATS-3	Network Logisitics (Network Asset Tracking)- Transaction Band 3	Perpetual / 1st 200,000 Subscribers	1	\$162,081.76	\$24,312.26	\$35,657.99
VACUNLNATS-4	Network Logisitics (Network Asset Tracking)- Transaction Band 4	Perpetual / 1st 200,000 Subscribers	1	\$149,607.01	\$22,441.05	\$32,913.54
VACUNLNATPS-1	Network Logisitics (Network Asset Tracking)- Transaction Band 1	Perpetual / Per Subscriber Thereafter	1	\$0.37	\$0.06	\$0.08
VACUNLNATPS-2	Network Logisitics (Network Asset Tracking)- Transaction Band 2	Perpetual / Per Subscriber Thereafter	1	\$0.35	\$0.05	\$0.08
VACUNLNATPS-3	Network Logisitics (Network Asset Tracking)- Transaction Band 3	Perpetual / Per Subscriber Thereafter	1	\$0.32	\$0.05	\$0.07
VACUNLNATPS-4	Network Logisitics (Network Asset Tracking)- Transaction Band 4	Perpetual / Per Subscriber Thereafter	1	\$0.30	\$0.04	\$0.07
VACUNLNAT1YPS-1	Network Logisitics (Network Asset Tracking)- Transaction Band 1	1 Year Term / Per Subscriber Thereafter	1	\$0.07	\$0.06	\$0.08

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
VACUTPM-1	Telco Provisioning-Transaction Band 1	Perpetual / Module	1	\$187,013.76	\$28,052.06	\$41,143.03
VACUTPM-2	Telco Provisioning-Transaction Band 2	Perpetual / Module	1	\$174,546.51	\$26,181.98	\$38,400.23
VACUTPM-3	Telco Provisioning-Transaction Band 3	Perpetual / Module	1	\$162,081.76	\$24,312.26	\$35,657.99
VACUTPM-4	Telco Provisioning-Transaction Band 4	Perpetual / Module	1	\$149,607.01	\$22,441.05	\$32,913.54
VACUTPPS-1	Telco Provisioning-Transaction Band 1	Perpetual / Per Subscriber Thereafter	1	\$1.12	\$0.17	\$0.25
VACUTPPS-2	Telco Provisioning-Transaction Band 2	Perpetual / Per Subscriber Thereafter	1	\$1.05	\$0.16	\$0.23
VACUTPPS-3	Telco Provisioning-Transaction Band 3	Perpetual / Per Subscriber Thereafter	1	\$0.97	\$0.15	\$0.21
VACUTPPS-4	Telco Provisioning-Transaction Band 4	Perpetual / Per Subscriber Thereafter	1	\$0.90	\$0.13	\$0.20
VACUNPM-1	Number Portability-Transaction Band 1	Perpetual / Module	1	\$187,013.76	\$28,052.06	\$41,143.03
VACUNPM-2	Number Portability-Transaction Band 2	Perpetual /	1	\$174,546.51	\$26,181.98	\$38,400.23

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
VACUNPM-3	Number Portability-Transaction Band 3	Module Perpetual / Module	1	\$162,081.76	\$24,312.26	\$35,657.99
VACUNPM-4	Number Portability-Transaction Band 4	Perpetual / Module	1	\$149,607.01	\$22,441.05	\$32,913.54
VACUNPPN-1	Number Portability-Transaction Band 1	Perpetual / Ported Number / Year	1	\$7.48	\$1.12	\$1.65
VACUNPPN-2	Number Portability-Transaction Band 2	Perpetual / Ported Number / Year	1	\$6.98	\$1.05	\$1.54
VACUNPPN-3	Number Portability-Transaction Band 3	Perpetual / Ported Number / Year	1	\$6.48	\$0.97	\$1.43
VACUNPPN-4	Number Portability-Transaction Band 4	Perpetual / Ported Number / Year	1	\$5.98	\$0.90	\$1.32
Public Sector/University						
VAPSUSSFTES-1	Student System-Transaction Band 1	Perpetual / FTE Student	3000	\$86.03	\$12.90	\$18.93
VAPSUSSFTES-2	Student System-Transaction Band 2	Perpetual / FTE Student	3000	\$80.29	\$12.04	\$17.66
VAPSUSSFTES-3	Student System-Transaction Band 3	Perpetual / FTE Student	3000	\$74.56	\$11.18	\$16.40
VAPSUSSFTES-4	Student System-Transaction Band 4	Perpetual / FTE Student	3000	\$68.82	\$10.32	\$15.14

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
VAPSUFATES-1	Financial Aid-Transaction Band 1	Perpetual / FTE Student	3000	\$22.44	\$3.37	\$4.94
VAPSUFATES-2	Financial Aid-Transaction Band 2	Perpetual / FTE Student	3000	\$20.95	\$3.14	\$4.61
VAPSUFATES-3	Financial Aid-Transaction Band 3	Perpetual / FTE Student	3000	\$19.45	\$2.92	\$4.28
VAPSUFATES-4	Financial Aid-Transaction Band 4	Perpetual / FTE Student	3000	\$17.95	\$2.69	\$3.95
VAPSUSRFATES-1	Student Recruiting-Transaction Band 1	Perpetual / FTE Student	3000	\$22.44	\$3.37	\$4.94
VAPSUSRFATES-2	Student Recruiting-Transaction Band 2	Perpetual / FTE Student	3000	\$20.95	\$3.14	\$4.61
VAPSUSRFATES-3	Student Recruiting-Transaction Band 3	Perpetual / FTE Student	3000	\$19.45	\$2.92	\$4.28
VAPSUSRFATES-4	Student Recruiting-Transaction Band 4	Perpetual / FTE Student	3000	\$17.95	\$2.69	\$3.95
VAPSUGAU-1	Grants-Transaction Band 1	Perpetual / Application User	5	\$2,988.54	\$448.28	\$657.48
VAPSUGAU-2	Grants-Transaction Band 2	Perpetual / Application User	5	\$2,789.31	\$418.40	\$613.65
VAPSUGAU-3	Grants-Transaction Band 3	Perpetual / Application User	5	\$2,590.12	\$388.52	\$569.83

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
VAPSUGAU-4	Grants-Transaction Band 4	Perpetual / Application User	5	\$2,390.77	\$358.62	\$525.97
Financial Services						
VAFSPA-1	Performance Analyzer-Transaction Band 1	Perpetual / Employee	1000	\$52.36	\$7.85	\$11.52
VAFSPA-2	Performance Analyzer-Transaction Band 2	Perpetual / Employee	1000	\$48.87	\$7.33	\$10.75
VAFSPA-3	Performance Analyzer-Transaction Band 3	Perpetual / Employee	1000	\$45.38	\$6.81	\$9.98
VAFSPA-4	Performance Analyzer-Transaction Band 4	Perpetual / Employee	1000	\$41.89	\$6.28	\$9.22
VAFSTPE-1	Transfer Pricing-Transaction Band 1	Perpetual / Employee	1000	\$52.36	\$7.85	\$11.52
VAFSTPE-2	Transfer Pricing-Transaction Band 2	Perpetual / Employee	1000	\$48.87	\$7.33	\$10.75
VAFSTPE-3	Transfer Pricing-Transaction Band 3	Perpetual / Employee	1000	\$45.38	\$6.81	\$9.98
VAFSTPE-4	Transfer Pricing-Transaction Band 4	Perpetual / Employee	1000	\$41.89	\$6.28	\$9.22

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
VAFSTROAU-1	Transfer Pricing Online-Transaction Band 1	Perpetual / Application User	5	\$561.05	\$84.16	\$123.43
VAFSTROAU-2	Transfer Pricing Online-Transaction Band 2	Perpetual / Application User	5	\$523.65	\$78.55	\$115.20
VAFSTROAU-3	Transfer Pricing Online-Transaction Band 3	Perpetual / Application User	5	\$486.26	\$72.94	\$106.98
VAFSTROAU-4	Transfer Pricing Online-Transaction Band 4	Perpetual / Application User	5	\$448.83	\$67.32	\$98.74
VAFSBPAU-1	Budget and Planning-Transaction Band 1	Perpetual / Application User	5	\$2,244.21	\$336.63	\$493.73
VAFSBPAU-2	Budget and Planning-Transaction Band 2	Perpetual / Application User	5	\$2,094.60	\$314.19	\$460.81
VAFSBPAU-3	Budget and Planning-Transaction Band 3	Perpetual / Application User	5	\$1,945.02	\$291.75	\$427.90
VAFSBPAU-4	Budget and Planning-Transaction Band 4	Perpetual / Application User	5	\$1,795.32	\$269.30	\$394.97
VAFSRME-1	Risk Manager-Transaction Band 1	Perpetual / Employee	1000	\$44.88	\$6.73	\$9.87
VAFSRME-2	Risk Manager-Transaction Band 2	Perpetual / Employee	1000	\$41.89	\$6.28	\$9.22
VAFSRME-3	Risk Manager-Transaction Band 3	Perpetual / Employee	1000	\$38.90	\$5.84	\$8.56
VAFSRME-4	Risk Manager-Transaction Band 4	Perpetual / Employee	1000	\$35.91	\$5.39	\$7.90

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
VAFSFDMC-1	Financial Data Manager-Transaction Band 1	Perpetual / Computer	1	\$149,614.00	\$22,442.10	\$32,915.08
VAFSFDMC-2	Financial Data Manager-Transaction Band 2	Perpetual / Computer	1	\$139,640.00	\$20,946.00	\$30,720.80
VAFSFDMC-3	Financial Data Manager-Transaction Band 3	Perpetual / Computer	1	\$129,668.00	\$19,450.20	\$28,526.96
VAFSFDMC-4	Financial Data Manager-Transaction Band 4	Perpetual / Computer	1	\$119,688.00	\$17,953.20	\$26,331.36
VAFSFSPSO-1	Financial Services Provisioning-Transaction Band 1	Perpetual / Service Order Line	50000	\$0.15	\$0.02	\$0.03
VAFSFSPSO-2	Financial Services Provisioning-Transaction Band 2	Perpetual / Service Order Line	50000	\$0.14	\$0.02	\$0.03
VAFSFSPSO-3	Financial Services Provisioning-Transaction Band 3	Perpetual / Service Order Line	50000	\$0.13	\$0.02	\$0.03
VAFSFSPSO-4	Financial Services Provisioning-Transaction Band 4	Perpetual / Service Order Line	50000	\$0.12	\$0.02	\$0.03

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
VAFSLMMM-1	Lease Management-Transaction Band 1	Perpetual / \$M Management Assets	500	\$1,496.14	\$224.42	\$329.15
VAFSLMMM-2	Lease Management-Transaction Band 2	Perpetual / \$M Management Assets	500	\$1,396.40	\$209.46	\$307.21
VAFSLMMM-3	Lease Management-Transaction Band 3	Perpetual / \$M Management Assets	500	\$1,296.68	\$194.50	\$285.27
VAFSLMMM-4	Lease Management-Transaction Band 4	Perpetual / \$M Management Assets	500	\$1,196.88	\$179.53	\$263.31
Health Care						
VAHCAERS-1	Adverse Event Reporting System-Transaction Band 1	Perpetual / Application User	5	\$11,221.05	\$1,683.16	\$2,468.63
VAHCAERS-2	Adverse Event Reporting System-Transaction Band 2	Perpetual / Application User	5	\$10,473.00	\$1,570.95	\$2,304.06
VAHCAERS-3	Adverse Event Reporting System-Transaction Band 3	Perpetual / Application User	5	\$9,725.10	\$1,458.77	\$2,139.52
VAHCAERS-4	Adverse Event Reporting System-Transaction Band 4	Perpetual / Application User	5	\$8,976.60	\$1,346.49	\$1,974.85
VAHCCAU-1	Clinical-Transaction Band 1	Perpetual / Application User	5	\$11,221.05	\$1,683.16	\$2,468.63
VAHCCAU-2	Clinical-Transaction Band 2	Perpetual / Application User	5	\$10,473.00	\$1,570.95	\$2,304.06
VAHCCAU-3	Clinical-Transaction Band 3	Perpetual / Application User	5	\$9,725.10	\$1,458.77	\$2,139.52
VAHCCAU-4	Clinical-Transaction Band 4	Perpetual / Application User	5	\$8,976.60	\$1,346.49	\$1,974.85

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
VAHCCODSCAU-1	Clinical Option: Distributed Study Conduct-Transaction Band 1	Perpetual / Application User	5	\$2,244.21	\$336.63	\$493.73
VAHCCODSCAU-2	Clinical Option: Distributed Study Conduct-Transaction Band 2	Perpetual / Application User	5	\$2,094.60	\$314.19	\$460.81
VAHCCODSCAU-3	Clinical Option: Distributed Study Conduct-Transaction Band 3	Perpetual / Application User	5	\$1,945.02	\$291.75	\$427.90
VAHCCODSCAU-4	Clinical Option: Distributed Study Conduct-Transaction Band 4	Perpetual / Application User	5	\$1,795.32	\$269.30	\$394.97
VAHCRDCCRFP-1	Remote Data Capture-Transaction Band 1	Perpetual / CRF Page	10000	\$6.73	\$1.01	\$1.48
VAHCRDCCRFP-2	Remote Data Capture-Transaction Band 2	Perpetual / CRF Page	10000	\$6.28	\$0.94	\$1.38
VAHCRDCCRFP-3	Remote Data Capture-Transaction Band 3	Perpetual / CRF Page	10000	\$5.84	\$0.88	\$1.28
VAHCRDCCRFP-4	Remote Data Capture-Transaction Band 4	Perpetual / CRF Page	10000	\$5.39	\$0.81	\$1.18
VAHCTMSAU-1	Thesaurus Management System-Transaction Band 1	Perpetual / Application User	1	\$6,732.63	\$1,009.89	\$1,481.18

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
VAHCTMSAU-2	Thesaurus Management System-Transaction Band 2	Perpetual / Application User	1	\$6,283.80	\$942.57	\$1,382.44
VAHCTMSAU-3	Thesaurus Management System-Transaction Band 3	Perpetual / Application User	1	\$5,835.06	\$875.26	\$1,283.71
VAHCTMSAU-4	Thesaurus Management System-Transaction Band 4	Perpetual / Application User	1	\$5,385.96	\$807.89	\$1,184.91
VAHCTMSROARO-1	Thesaurus Management System - Read-Only-Transaction Band 1	Perpetual / Application Read-Only User	5	\$748.07	\$112.21	\$164.58
VAHCTMSROARO-2	Thesaurus Management System - Read-Only-Transaction Band 2	Perpetual / Application Read-Only User	5	\$698.20	\$104.73	\$153.60
VAHCTMSROARO-3	Thesaurus Management System - Read-Only-Transaction Band 3	Perpetual / Application Read-Only User	5	\$648.34	\$97.25	\$142.63
VAHCTMSROARO-4	Thesaurus Management System - Read-Only-Transaction Band 4	Perpetual / Application Read-Only User	5	\$598.44	\$89.77	\$131.66
	High Tech					
VAHTSFMCOG-1	Shop Floor Management-Transaction Band 1	Perpetual / \$M Cost of Goods Sold	30	\$3,736.61	\$560.49	\$822.05
VAHTSFMCOG-2	Shop Floor Management-Transaction Band 2	Perpetual / \$M Cost of Goods Sold	30	\$3,487.51	\$523.13	\$767.25
VAHTSFMCOG-3	Shop Floor Management-Transaction Band 3	Perpetual / \$M Cost of Goods Sold	30	\$3,238.46	\$485.77	\$712.46
VAHTSFMCOG-4	Shop Floor Management-Transaction Band 4	Perpetual / \$M Cost of Goods Sold	30	\$2,989.21	\$448.38	\$657.63

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
	Transaction Band 4	Electronic Order Line				
AIMIS-1	Inventory Management Option: Mobile Supply Chain Applications-Band 1	Perpetual / Inventory / Shipping User	5	\$1,118.36	\$167.75	\$246.04
AIMIS-2	Inventory Management Option: Mobile Supply Chain Applications-Band 2	Perpetual / Inventory / Shipping User	5	\$1,043.81	\$156.57	\$229.64
AIMIS-3	Inventory Management Option: Mobile Supply Chain Applications-Band 3	Perpetual / Inventory / Shipping User	5	\$969.27	\$145.39	\$213.24
AIMIS-4	Inventory Management Option: Mobile Supply Chain Applications-Band 4	Perpetual / Inventory / Shipping User	5	\$894.67	\$134.20	\$196.83
SAPP-1	Selective Audit Pricing-Transaction Band 1	Processor		\$29,922.80	\$4,488.42	\$6,583.02
SAPP-2	Selective Audit Pricing-Transaction Band 2	Processor		\$27,928.00	\$4,189.20	\$6,144.16
SAPP-3	Selective Audit Pricing-Transaction Band 2	Processor		\$25,933.60	\$3,890.04	\$5,705.39
SAPP-4	Selective Audit Pricing-Transaction Band 4	Processor		\$23,937.60	\$3,590.64	\$5,266.27
SAPPU-1	Selective Audit Pricing-Transaction Band 1	Per user		\$542.35	\$81.35	\$119.32
SAPPU-2	Selective Audit Pricing-Transaction Band 2	Per user		\$506.20	\$75.93	\$111.36
SAPPU-3	Selective Audit Pricing-Transaction Band 2	Per user		\$470.05	\$70.51	\$103.41
SAPPU-4	Selective Audit Pricing-Transaction Band 4	Per user		\$433.87	\$65.08	\$95.45

Oracle Database

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
-----------------------	---------	--------------------------------	------	----------------------	---------------------------------------	--

EPBPAU-1	Enterprise Planning & Budgeting (EPB) - Transaction Band 1	Perpetual / Application User	1	\$2,240.47	\$336.07	\$492.90
EPBPAU-2	Enterprise Planning & Budgeting (EPB) - Transaction Band 2	Perpetual / Application User	1	\$2,091.11	\$313.67	\$460.04
EPBPAU-3	Enterprise Planning & Budgeting (EPB) - Transaction Band 3	Perpetual / Application User	1	\$1,941.78	\$291.27	\$427.19
EPBPAU-4	Enterprise Planning & Budgeting (EPB) - Transaction Band 4	Perpetual / Application User	1	\$1,792.33	\$268.85	\$394.31

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price <small>(Product# -UD)</small>	Update + Support GSA Price <small>(Product# -UDSU)</small>
EPBPAROU-1	Enterprise Planning & Budgeting (EPB) - Transaction Band 1	Perpetual / Application Read-Only User	1	\$445.10	\$66.77	\$97.92
EPBPAROU-2	Enterprise Planning & Budgeting (EPB) - Transaction Band 2	Perpetual / Application Read-Only User	1	\$415.43	\$62.31	\$91.39
EPBPAROU-3	Enterprise Planning & Budgeting (EPB) - Transaction Band 3	Perpetual / Application Read-Only User	1	\$385.76	\$57.86	\$84.87
EPBPAROU-4	Enterprise Planning & Budgeting (EPB) - Transaction Band 4	Perpetual / Application Read-Only User	1	\$356.07	\$53.41	\$78.34

E-Business Suite 2003 Bundle

Mythics'
Product #

Product

License Term /
License Type Min.

Product
GSA Price

Update
GSA Price
(Product# -UD)

Update +
Support
GSA Price
(Product# -UDSU)

Procurement

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price	Update + Support GSA Price
					(Product# -UD)	(Product# -UDSU)

Mythics'
Product #

Product

License Term /
License Type Min.

Product
GSA Price

Update
GSA Price

Update +
Support
GSA Price

(Product# -UD) (Product# -UDSU)

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price	Update + Support GSA Price
					(Product# -UD)	(Product# -UDSU)

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price	Update + Support GSA Price
					(Product# -UD)	(Product# -UDSU)

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price	Update + Support GSA Price
					(Product# -UD)	(Product# -UDSU)

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
<u>Oracle Database</u>						
ODSE1NUP-1	Standard Edition One-Transaction Band 1	Perpetual / Named User Plus	5	\$111.46	\$16.72	\$24.52
ODSE1NUP-2	Standard Edition One-Transaction Band 2	Perpetual / Named User Plus	5	\$104.03	\$15.60	\$22.89
ODSE1NUP-3	Standard Edition One-Transaction Band 3	Perpetual / Named User Plus	5	\$96.60	\$14.49	\$21.25
ODSE1NUP-4	Standard Edition One-Transaction Band 4	Perpetual / Named User Plus	5	\$89.17	\$13.38	\$19.62
ODSE1P-1	Standard Edition One-Transaction Band 1	Perpetual / Processor	1	\$3,736.56	\$560.48	\$822.04
ODSE1P-2	Standard Edition One-Transaction Band 2	Perpetual / Processor	1	\$3,487.46	\$523.12	\$767.24
ODSE1P-3	Standard Edition One-Transaction Band 3	Perpetual / Processor	1	\$3,238.39	\$485.76	\$712.45
ODSE1P-4	Standard Edition One-Transaction Band 4	Perpetual / Processor	1	\$2,989.24	\$448.39	\$657.63
<u>Collaboration</u>						
CWCNU-1	Web Conferencing-Transaction Band 1	Perpetual / Named User Plus	0	\$33.66	\$5.05	\$7.41
CWCNU-2	Web Conferencing-Transaction Band 2	Perpetual / Named User Plus	0	\$31.42	\$4.71	\$6.91
CWCNU-3	Web Conferencing-Transaction Band 3	Perpetual / Named User Plus	0	\$29.18	\$4.38	\$6.42
CWCNU-4	Web Conferencing-Transaction Band 4	Perpetual / Named User Plus	0	\$26.93	\$4.04	\$5.92
<u>E-Business Suite 2003 Bundle</u>						
EBSPUE-1	E-Business Suite 2003 Professional User- Transaction Band 1	Perpetual / Professional User 2003	10% of all Empl	\$2,988.50	\$448.28	\$657.47
EBSPUE-2	E-Business Suite 2003 Professional User- Transaction Band 2	Perpetual / Professional User 2003	10% of all Empl	\$2,789.27	\$418.39	\$613.64
EBSPUE-3	E-Business Suite 2003 Professional User- Transaction Band 3	Perpetual / Professional User 2003	10% of all Empl	\$2,590.06	\$388.51	\$569.81
EBSPUE-4	E-Business Suite 2003 Professional User- Transaction Band 4	Perpetual / Professional User 2003	10% of all Empl	\$2,390.80	\$358.62	\$525.98
EBSPUEE-1	E-Business Suite 2003 Professional User (external usage)-Transaction Band 1	Perpetual / Professional User 2003- External	1	\$744.32	\$111.65	\$163.75

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
EBSPUUE-2	E-Business Suite 2003 Professional User (external usage)-Transaction Band 2	Perpetual / Professional User 2003-External	1	\$694.70	\$104.20	\$152.83
EBSPUUE-3	E-Business Suite 2003 Professional User (external usage)-Transaction Band 3	Perpetual / Professional User 2003-External	1	\$645.08	\$96.76	\$141.92
EBSPUUE-4	E-Business Suite 2003 Professional User (external usage)-Transaction Band 4	Perpetual / Professional User 2003-External	1	\$595.45	\$89.32	\$131.00
<u>Component Applications</u>						
<u>Intelligence</u>						
CAEBIP-1	E-Business Intelligence-Transaction Band 1	Perpetual / Application User	10	\$2,988.50	\$448.28	\$657.47
CAEBIP-2	E-Business Intelligence-Transaction Band 2	Perpetual / Application User	10	\$2,789.27	\$418.39	\$613.64
CAEBIP-3	E-Business Intelligence-Transaction Band 3	Perpetual / Application User	10	\$2,590.06	\$388.51	\$569.81
CAEBIP-4	E-Business Intelligence-Transaction Band 4	Perpetual / Application User	10	\$2,390.80	\$358.62	\$525.98
CABSP-1	Balanced Scorecard-Transaction Band 1	Perpetual / Application User	20	\$1,492.38	\$223.86	\$328.32
CABSP-2	Balanced Scorecard-Transaction Band 2	Perpetual / Application User	20	\$1,392.89	\$208.93	\$306.44
CABSP-3	Balanced Scorecard-Transaction Band 3	Perpetual / Application User	20	\$1,293.41	\$194.01	\$284.55
CABSP-4	Balanced Scorecard-Transaction Band 4	Perpetual / Application User	20	\$1,193.90	\$179.09	\$262.66
AIMOWMIS-1	Inventory Management Option: Warehouse Management-Transaction Band 1	Perpetual / Inventory/Shipping User	20	\$2,244.18	\$336.63	\$493.72
AIMOWMIS-2	Inventory Management Option: Warehouse Management-Transaction Band 2	Perpetual / Inventory/Shipping User	20	\$2,094.57	\$314.19	\$460.81
AIMOWMIS-3	Inventory Management Option: Warehouse Management-Transaction Band 3	Perpetual / Inventory/Shipping User	20	\$1,944.98	\$291.75	\$427.90
AIMOWMIS-4	Inventory Management Option: Warehouse Management-Transaction Band 4	Perpetual / Inventory/Shipping User	20	\$1,795.34	\$269.30	\$394.97
<u>Procurement</u>						
AOSPU-1	Purchasing Option: Sourcing-Transaction Band 1	Perpetual / Purchasing User	5	\$5,980.75	\$897.11	\$1,315.76
AOSPU-2	Purchasing Option: Sourcing-Transaction Band 2	Perpetual / Purchasing User	5	\$5,582.02	\$837.30	\$1,228.05
AOSPU-3	Purchasing Option: Sourcing-Transaction Band 3	Perpetual / Purchasing User	5	\$5,183.37	\$777.51	\$1,140.34
AOSPU-4	Purchasing Option: Sourcing-Transaction Band 4	Perpetual / Purchasing User	5	\$4,784.58	\$717.69	\$1,052.61
APOISPU-1	Purchasing Option:iSupplier Portal-Transaction Band 1	Perpetual / Purchasing User	5	\$5,980.75	\$897.11	\$1,315.76
APOISPU-2	Purchasing Option:iSupplier Portal-Transaction Band 2	Perpetual / Purchasing User	5	\$5,582.02	\$837.30	\$1,228.05
APOISPU-3	Purchasing Option:iSupplier Portal-Transaction Band 3	Perpetual / Purchasing User	5	\$5,183.37	\$777.51	\$1,140.34
APOISPU-4	Purchasing Option:iSupplier Portal-Transaction Band 4	Perpetual / Purchasing User	5	\$4,784.58	\$717.69	\$1,052.61

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
<u>Marketing & Sales</u>						
AMMU-1	Marketing-Transaction Band 1	Perpetual / Marketing User	10	\$3,736.56	\$560.48	\$822.04
AMMU-2	Marketing-Transaction Band 2	Perpetual / Marketing User	10	\$3,487.46	\$523.12	\$767.24
AMMU-3	Marketing-Transaction Band 3	Perpetual / Marketing User	10	\$3,238.39	\$485.76	\$712.45
AMMU-4	Marketing-Transaction Band 4	Perpetual / Marketing User	10	\$2,989.24	\$448.39	\$657.63
ATSTU-1	Telesales-Transaction Band 1	Perpetual / Telesales User	10	\$4,484.62	\$672.69	\$986.62
ATSTU-2	Telesales-Transaction Band 2	Perpetual / Telesales User	10	\$4,185.65	\$627.85	\$920.84
ATSTU-3	Telesales-Transaction Band 3	Perpetual / Telesales User	10	\$3,886.72	\$583.01	\$855.08
ATSTU-4	Telesales-Transaction Band 4	Perpetual / Telesales User	10	\$3,587.69	\$538.15	\$789.29
AFSFSU-1	Field Sales-Transaction Band 1	Perpetual / Field Sales User	10	\$2,988.50	\$448.28	\$657.47
AFSFSU-2	Field Sales-Transaction Band 2	Perpetual / Field Sales User	10	\$2,789.27	\$418.39	\$613.64
AFSFSU-3	Field Sales-Transaction Band 3	Perpetual / Field Sales User	10	\$2,590.06	\$388.51	\$569.81
AFSFSU-4	Field Sales-Transaction Band 4	Perpetual / Field Sales User	10	\$2,390.80	\$358.62	\$525.98
AQFSU-1	Quoting-Transaction Band 1	Perpetual / Field Sales User	10	\$893.93	\$134.09	\$196.67
AQFSU-2	Quoting-Transaction Band 2	Perpetual / Field Sales User	10	\$834.34	\$125.15	\$183.55
AQFSU-3	Quoting-Transaction Band 3	Perpetual / Field Sales User	10	\$774.75	\$116.21	\$170.44
AQFSU-4	Quoting-Transaction Band 4	Perpetual / Field Sales User	10	\$715.14	\$107.27	\$157.33
APAU-1	Proposals-Transaction Band 1	Perpetual / Application User	25	\$295.48	\$44.32	\$65.01
APAU-2	Proposals-Transaction Band 2	Perpetual / Application User	25	\$275.78	\$41.37	\$60.67
APAU-3	Proposals-Transaction Band 3	Perpetual / Application User	25	\$256.09	\$38.41	\$56.34
APAU-4	Proposals-Transaction Band 4	Perpetual / Application User	25	\$236.39	\$35.46	\$52.01
<u>Supply Chain Planning</u>						
ACPCGS-1	Collaborative Planning-Transaction Band 1	Perpetual / \$m Cost of Goods Sold	60	\$374.03	\$56.10	\$82.29
ACPCGS-2	Collaborative Planning-Transaction Band 2	Perpetual / \$m Cost of Goods Sold	60	\$352.03	\$52.36	\$76.80
ACPCGS-3	Collaborative Planning-Transaction Band 3	Perpetual / \$m Cost of Goods Sold	60	\$330.03	\$48.62	\$71.32
ACPCGS-4	Collaborative Planning-Transaction Band 4	Perpetual / \$m Cost of Goods Sold	60	\$308.02	\$44.88	\$65.83
<u>Manufacturing</u>						
AMSAMU-1	Option: Mobile Supply Applications-Transaction Band 1	Perpetual / Manufacturing	10	\$1,118.35	\$167.75	\$246.04

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
AMSAMU-2	Option: Mobile Supply Applications-Transaction Band 2	User Perpetual / Manufacturing User	10	\$1,052.57	\$156.57	\$229.63
AMSAMU-3	Option: Mobile Supply Applications-Transaction Band 3	Perpetual / Manufacturing User	10	\$986.78	\$145.39	\$213.23
AMSAMU-4	Option: Mobile Supply Applications-Transaction Band 4	Perpetual / Manufacturing User	10	\$920.99	\$134.20	\$196.83
<u>Maintenance Management</u>						
AEAMEAMU-1	Enterprise Asset Management-Transaction Band 1	Perpetual / EAM User	10	\$2,988.50	\$448.28	\$657.47
AEAMEAMU-2	Enterprise Asset Management-Transaction Band 2	Perpetual / EAM User	10	\$2,789.27	\$418.39	\$613.64
AEAMEAMU-3	Enterprise Asset Management-Transaction Band 3	Perpetual / EAM User	10	\$2,590.06	\$388.51	\$569.81
AEAMEAMU-4	Enterprise Asset Management-Transaction Band 4	Perpetual / EAM User	10	\$2,390.80	\$358.62	\$525.98
ASSWEAMU-1	Self-Service Work Requests-Transaction Band 1	Perpetual / EAM User	10	\$370.29	\$55.54	\$81.46
ASSWEAMU-2	Self-Service Work Requests-Transaction Band 2	Perpetual / EAM User	10	\$345.60	\$51.84	\$76.03
ASSWEAMU-3	Self-Service Work Requests-Transaction Band 3	Perpetual / EAM User	10	\$320.92	\$48.14	\$70.60
ASSWEAMU-4	Self-Service Work Requests-Transaction Band 4	Perpetual / EAM User	10	\$296.23	\$44.43	\$65.17
<u>Projects</u>						
APRMP-1	Project Resource Management-Transaction Band 1	Perpetual / Person	50	\$145.87	\$21.88	\$32.09
APRMP-2	Project Resource Management-Transaction Band 1	Perpetual / Person	50	\$136.15	\$20.42	\$29.95
APRMP-3	Project Resource Management-Transaction Band 1	Perpetual / Person	50	\$126.42	\$18.96	\$27.81
APRMP-4	Project Resource Management-Transaction Band 1	Perpetual / Person	50	\$116.70	\$17.50	\$25.67
<u>Project Lifecycle Management</u>						
AAPCAC-1	Advanced Product Catalog-Transaction Band 1	Perpetual / Application User	50	\$744.32	\$111.65	\$163.75
AAPCAC-2	Advanced Product Catalog-Transaction Band 2	Perpetual / Application User	50	\$694.70	\$104.20	\$152.83
AAPCAC-3	Advanced Product Catalog-Transaction Band 3	Perpetual / Application User	50	\$645.08	\$96.76	\$141.92
AAPCAC-4	Advanced Product Catalog-Transaction Band 4	Perpetual / Application User	50	\$595.45	\$89.32	\$131.00
<u>Financial</u>						
AFICMAU-1	Internal Controls Manager-Transaction Band 1	Perpetual / Employee	500	\$22.44	\$3.37	\$4.94
AFICMAU-2	Internal Controls Manager-Transaction Band 2	Perpetual / Employee	500	\$20.95	\$3.14	\$4.61
AFICMAU-3	Internal Controls Manager-Transaction Band 3	Perpetual / Employee	500	\$19.45	\$2.92	\$4.28
AFICMAU-4	Internal Controls Manager-Transaction Band 4	Perpetual / Employee	500	\$17.95	\$2.69	\$3.95
<u>Human Resources</u>						
AHRIRP-1	iRecruitment-Transaction Band 1	Perpetual / Person	500	\$37.40	\$5.61	\$8.23
AHRIRP-2	iRecruitment-Transaction Band 2	Perpetual / Person	500	\$34.91	\$5.24	\$7.68

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update	Support
					GSA Price	GSA Price
					(Product# -UD)	(Product# -UDSU)
AHRIRP-3	iRecruitment-Transaction Band 3	Perpetual / Person	500	\$32.42	\$4.86	\$7.13
AHRIRP-4	iRecruitment-Transaction Band 4	Perpetual / Person	500	\$29.92	\$4.49	\$6.58
<u>Vertical Applications</u>						
<u>Health Care</u>						
VAHCRDAU-1	Remote Data Capture-Transaction Band 1	Perpetual / Application User	9	\$7,480.61	\$1,122.09	\$1,645.73
VAHCRDAU-2	Remote Data Capture-Transaction Band 2	Perpetual / Application User	9	\$6,981.89	\$1,047.28	\$1,536.02
VAHCRDAU-3	Remote Data Capture-Transaction Band 3	Perpetual / Application User	9	\$6,483.26	\$972.49	\$1,426.32
VAHCRDAU-4	Remote Data Capture-Transaction Band 4	Perpetual / Application User	9	\$5,984.47	\$897.67	\$1,316.58
VAHCCTM-AU1	Clinical TrialMinder-Transaction Band 1	Perpetual / Application User	10	\$3,740.30	\$561.05	\$822.87
VAHCCTM-AU2	Clinical TrialMinder-Transaction Band 2	Perpetual / Application User	10	\$3,490.95	\$523.64	\$768.01
VAHCCTM-AU3	Clinical TrialMinder-Transaction Band 3	Perpetual / Application User	10	\$3,241.63	\$486.24	\$713.16
VAHCCTM-AU4	Clinical TrialMinder-Transaction Band 4	Perpetual / Application User	10	\$2,992.23	\$448.84	\$658.29
VAHCCSMAU-1	Clinical SiteMinder-Transaction Band 1	Perpetual / Application User	10	\$3,740.30	\$561.05	\$822.87
VAHCCSMAU-2	Clinical SiteMinder-Transaction Band 2	Perpetual / Application User	10	\$3,490.95	\$523.64	\$768.01
VAHCCSMAU-3	Clinical SiteMinder-Transaction Band 3	Perpetual / Application User	10	\$3,241.63	\$486.24	\$713.16
VAHCCSMAU-4	Clinical SiteMinder-Transaction Band 4	Perpetual / Application User	10	\$2,992.23	\$448.84	\$658.29
VAHCTBNU-1	Healthcare Transaction Base-Transaction Band 1	Perpetual / Named User Plus	50	\$748.06	\$112.21	\$164.57
VAHCTBNU-2	Healthcare Transaction Base-Transaction Band 2	Perpetual / Named User Plus	50	\$698.19	\$104.73	\$153.60
VAHCTBNU-3	Healthcare Transaction Base-Transaction Band 3	Perpetual / Named User Plus	50	\$648.33	\$97.25	\$142.63
VAHCTBNU-4	Healthcare Transaction Base-Transaction Band 4	Perpetual / Named User Plus	50	\$598.45	\$89.77	\$131.66
VAHCTBP-1	Healthcare Transaction Base-Transaction Band 1	Perpetual / Processor	1	\$74,806.07	\$11,220.91	\$16,457.34
VAHCTBP-2	Healthcare Transaction Base-Transaction Band 2	Perpetual / Processor	1	\$69,818.94	\$10,472.84	\$15,360.17
VAHCTBP-3	Healthcare Transaction Base-Transaction Band 3	Perpetual / Processor	1	\$64,832.63	\$9,724.89	\$14,263.18
VAHCTBP-4	Healthcare Transaction Base-Transaction Band 4	Perpetual / Processor	1	\$59,844.69	\$8,976.70	\$13,165.83
<u>Aerospace, Defense and Transportation</u>						
VACMROAU-1	Complex Maintenance, Repair & Overhaul- Transaction Band 1	Perpetual / Application User	10	\$11,217.17	\$1,682.58	\$2,467.78
VACMROAU-2	Complex Maintenance, Repair & Overhaul- Transaction Band 2	Perpetual / Application User	10	\$10,469.35	\$1,570.40	\$2,303.26
VACMROAU-3	Complex Maintenance, Repair & Overhaul- Transaction Band 3	Perpetual / Application User	10	\$9,721.65	\$1,458.25	\$2,138.76
VACMROAU-4	Complex Maintenance, Repair & Overhaul- Transaction Band 4	Perpetual / Application User	10	\$8,973.71	\$1,346.06	\$1,974.22

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
Database Products						
Internet Application Server						
IASBPELNUP-1	BPEL Process Manager-Transaction Band 1	Named User Plus / Perpetual		\$598.45	\$89.77	\$131.66
IASBPELNUP-2	BPEL Process Manager-Transaction Band 2	Named User Plus / Perpetual		\$558.55	\$83.78	\$122.88
IASBPELNUP-3	BPEL Process Manager-Transaction Band 3	Named User Plus / Perpetual		\$518.66	\$77.80	\$114.11
IASBPELNUP-4	BPEL Process Manager-Transaction Band 4	Named User Plus / Perpetual		\$478.76	\$71.81	\$105.33
IASBPELPP-1	BPEL Process Manager-Transaction Band 1	Processor / Perpetual		\$29,922.43	\$4,488.36	\$6,582.93
IASBPELPP-2	BPEL Process Manager-Transaction Band 2	Processor / Perpetual		\$27,927.58	\$4,189.14	\$6,144.07
IASBPELPP-3	BPEL Process Manager-Transaction Band 3	Processor / Perpetual		\$25,933.05	\$3,889.96	\$5,705.27
IASBPELPP-4	BPEL Process Manager-Transaction Band 4	Processor / Perpetual		\$23,937.88	\$3,590.68	\$5,266.33
Internet Application Server Enterprise Edition Options:						
IASBPELONUP-1	BPEL Process Manager Option-Transaction Band 1	Named User Plus / Perpetual		\$149.61	\$22.44	\$32.91
IASBPELONUP-2	BPEL Process Manager Option-Transaction Band 2	Named User Plus / Perpetual		\$139.64	\$20.95	\$30.72
IASBPELONUP-3	BPEL Process Manager Option-Transaction Band 3	Named User Plus / Perpetual		\$129.67	\$19.45	\$28.53
IASBPELONUP-4	BPEL Process Manager Option-Transaction Band 4	Named User Plus / Perpetual		\$119.69	\$17.95	\$26.33
IASBPELOPP-1	BPEL Process Manager Option-Transaction Band 1	Processor / Perpetual		\$7,480.61	\$1,122.09	\$1,645.73
IASBPELOPP-2	BPEL Process Manager Option-Transaction Band 2	Processor / Perpetual		\$6,981.89	\$1,047.28	\$1,536.02
IASBPELOPP-3	BPEL Process Manager Option-Transaction Band 3	Processor / Perpetual		\$6,483.26	\$972.49	\$1,426.32
IASBPELOPP-4	BPEL Process Manager Option-Transaction Band 4	Processor / Perpetual		\$5,984.47	\$897.67	\$1,316.58
Component Applications						
Logistics						
CALTEPCOG-1	Transportation Execution-Transaction Band 1	\$M Costg of Goods Sold / Perpetual	100	\$336.63	\$50.49	\$74.06
CALTEPCOG-2	Transportation Execution-Transaction Band 1	\$M Costg of Goods Sold / Perpetual	100	\$314.19	\$47.13	\$69.12
CALTEPCOG-3	Transportation Execution-Transaction Band 1	\$M Costg of Goods Sold / Perpetual	100	\$291.75	\$43.76	\$64.18
CALTEPCOG-4	Transportation Execution-Transaction Band 1	\$M Costg of Goods Sold / Perpetual	100	\$269.30	\$40.40	\$59.25
CALTPPCOG-1	Transportation Planning (11.5.10 only)-Transaction Band 1	\$M Costg of Goods Sold / Perpetual	100	\$748.06	\$112.21	\$164.57
CALTPPCOG-2	Transportation Planning (11.5.10 only)-Transaction	\$M Costg of	100	\$698.19	\$104.73	\$153.60

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
	Band 2	Goods Sold / Perpetual				
CALTPPCOG-3	Transportation Planning (11.5.10 only)-Transaction Band 3	\$M Costg of Goods Sold / Perpetual	100	\$648.33	\$97.25	\$142.63
CALTPPCOG-4	Transportation Planning (11.5.10 only)-Transaction Band 4	\$M Costg of Goods Sold / Perpetual	100	\$598.45	\$89.77	\$131.66
CALOTOPCOG-1	Option: Transportation Optimization (11.5.10 only)-Transaction Band 1	\$M Costg of Goods Sold / Perpetual	100	\$187.02	\$28.05	\$41.14
CALOTOPCOG-2	Option: Transportation Optimization (11.5.10 only)-Transaction Band 1	\$M Costg of Goods Sold / Perpetual	100	\$174.55	\$26.18	\$38.40
CALOTOPCOG-3	Option: Transportation Optimization (11.5.10 only)-Transaction Band 1	\$M Costg of Goods Sold / Perpetual	100	\$162.08	\$24.31	\$35.66
CALOTOPCOG-4	Option: Transportation Optimization (11.5.10 only)-Transaction Band 1	\$M Costg of Goods Sold / Perpetual	100	\$149.61	\$22.44	\$32.91
	Procurement					
PPOPCPPU-1	Purchasing Option: Procurement Contracts (11.5.10 only)	Purchasing User / Perpetual	5	\$4,484.62	\$672.69	\$986.62
PPOPCPPU-2	Purchasing Option: Procurement Contracts (11.5.10 only)	Purchasing User / Perpetual	5	\$4,185.65	\$627.85	\$920.84
PPOPCPPU-3	Purchasing Option: Procurement Contracts (11.5.10 only)	Purchasing User / Perpetual	5	\$3,886.72	\$583.01	\$855.08
PPOPCPPU-4	Purchasing Option: Procurement Contracts (11.5.10 only)	Purchasing User / Perpetual	5	\$3,587.69	\$538.15	\$789.29
PPOSPPPU-1	Purchasing Option: Services Procurement (11.5.10 only)	Purchasing User / Perpetual	5	\$2,988.50	\$448.28	\$657.47
PPOSPPPU-2	Purchasing Option: Services Procurement (11.5.10 only)	Purchasing User / Perpetual	5	\$2,789.27	\$418.39	\$613.64
PPOSPPPU-3	Purchasing Option: Services Procurement (11.5.10 only)	Purchasing User / Perpetual	5	\$2,590.06	\$388.51	\$569.81
PPOSPPPU-4	Purchasing Option: Services Procurement (11.5.10 only)	Purchasing User / Perpetual	5	\$2,390.80	\$358.62	\$525.98
PPOAPPPU-1	Purchasing Option: Advanced Pricing(11.5.10 only)	Purchasing User / Perpetual	5	\$1,492.38	\$223.86	\$328.32
PPOAPPPU-2	Purchasing Option: Advanced Pricing(11.5.10 only)	Purchasing User / Perpetual	5	\$1,392.89	\$208.93	\$306.44
PPOAPPPU-3	Purchasing Option: Advanced Pricing(11.5.10 only)	Purchasing User / Perpetual	5	\$1,293.41	\$194.01	\$284.55
PPOAPPPU-4	Purchasing Option: Advanced Pricing(11.5.10 only)	Purchasing User / Perpetual	5	\$1,193.90	\$179.09	\$262.66
	Database Products					
	Internet Application Server					
IASSEONUP-1	Standard Edition One-Transaction Band 1	Named User Plus / Perpetual		\$111.46	\$16.72	\$24.52
IASSEONUP-2	Standard Edition One-Transaction Band 2	Named User Plus / Perpetual		\$104.03	\$15.60	\$22.89
IASSEONUP-3	Standard Edition One-Transaction Band 3	Named User Plus / Perpetual		\$96.60	\$14.49	\$21.25
IASSEONUP-4	Standard Edition One-Transaction Band 4	Named User Plus / Perpetual		\$89.17	\$13.38	\$19.62
IASSEOPP-1	Standard Edition One-Transaction Band 1	Processor /		\$3,736.56	\$560.48	\$822.04

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
IASSEOPP-2	Standard Edition One-Transaction Band 2	Perpetual Processor / Perpetual		\$3,487.46	\$523.12	\$767.24
IASSEOPP-3	Standard Edition One-Transaction Band 3	Processor / Perpetual		\$3,238.39	\$485.76	\$712.45
IASSEOPP-4	Standard Edition One-Transaction Band 4	Processor / Perpetual		\$2,989.24	\$448.39	\$657.63
IASPNUP-1	Portal-Transaction Band 1	Named User Plus / Perpetual		\$149.61	\$22.44	\$32.91
IASPNUP-2	Portal-Transaction Band 2	Named User Plus / Perpetual		\$139.64	\$20.95	\$30.72
IASPNUP-3	Portal-Transaction Band 3	Named User Plus / Perpetual		\$129.67	\$19.45	\$28.53
IASPNUP-4	Portal-Transaction Band 4	Named User Plus / Perpetual		\$119.69	\$17.95	\$26.33
IASPP-1	Portal-Transaction Band 1	Processor / Perpetual		\$7,480.61	\$1,122.09	\$1,645.73
IASPP-2	Portal-Transaction Band 2	Processor / Perpetual		\$6,981.89	\$1,047.28	\$1,536.02
IASPP-3	Portal-Transaction Band 3	Processor / Perpetual		\$6,483.26	\$972.49	\$1,426.32
IASPP-4	Portal-Transaction Band 4	Processor / Perpetual		\$5,984.47	\$897.67	\$1,316.58
IASIMNUP-1	Identity Management-Transaction Band 1	Named User Plus / Perpetual		\$224.42	\$33.66	\$49.37
IASIMNUP-2	Identity Management-Transaction Band 2	Named User Plus / Perpetual		\$209.46	\$31.42	\$46.08
IASIMNUP-3	Identity Management-Transaction Band 3	Named User Plus / Perpetual		\$194.50	\$29.17	\$42.79
IASIMNUP-4	Identity Management-Transaction Band 4	Named User Plus / Perpetual		\$179.53	\$26.93	\$39.50
IASIMP-1	Identity Management-Transaction Band 1	Processor / Perpetual		\$11,220.91	\$1,683.14	\$2,468.60
IASIMP-2	Identity Management-Transaction Band 2	Processor / Perpetual		\$10,472.84	\$1,570.93	\$2,304.03
IASIMP-3	Identity Management-Transaction Band 3	Processor / Perpetual		\$9,724.89	\$1,458.73	\$2,139.48
IASIMP-4	Identity Management-Transaction Band 4	Processor / Perpetual		\$8,976.70	\$1,346.51	\$1,974.87
IASINUP-1	Integration - Transaction Band 1	Named User Plus / Perpetual		\$299.22	\$44.88	\$65.83
IASINUP-2	Integration - Transaction Band 2	Named User Plus / Perpetual		\$279.28	\$41.89	\$61.44
IASINUP-3	Integration - Transaction Band 3	Named User Plus / Perpetual		\$259.33	\$38.90	\$57.05
IASINUP-4	Integration - Transaction Band 4	Named User Plus / Perpetual		\$239.38	\$35.91	\$52.66
IASIP-1	Integration - Transaction Band 1	Processor / Perpetual		\$14,961.21	\$2,244.18	\$3,291.47
IASIP-2	Integration - Transaction Band 2	Processor / Perpetual		\$13,963.79	\$2,094.57	\$3,072.03
IASIP-3	Integration - Transaction Band 3	Processor / Perpetual		\$12,966.53	\$1,944.98	\$2,852.64
IASIP-4	Integration - Transaction Band 4	Processor / Perpetual		\$11,968.94	\$1,795.34	\$2,633.17

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
IASFPNUP-1	Forms-Transaction Band 1	Named User Plus / Perpetual		\$299.22	\$44.88	\$65.83
IASFPNUP-2	Forms-Transaction Band 2	Named User Plus / Perpetual		\$279.28	\$41.89	\$61.44
IASFPNUP-3	Forms-Transaction Band 3	Named User Plus / Perpetual		\$259.33	\$38.90	\$57.05
IASFPNUP-4	Forms-Transaction Band 4	Named User Plus / Perpetual		\$239.38	\$35.91	\$52.66
IASFPP-1	Forms-Transaction Band 1	Processor / Perpetual		\$14,961.21	\$2,244.18	\$3,291.47
IASFPP-2	Forms-Transaction Band 2	Processor / Perpetual		\$13,963.79	\$2,094.57	\$3,072.03
IASFPP-3	Forms-Transaction Band 3	Processor / Perpetual		\$12,966.53	\$1,944.98	\$2,852.64
IASFPP-4	Forms-Transaction Band 4	Processor / Perpetual		\$11,968.94	\$1,795.34	\$2,633.17
IASBIPNUP-1	Business Intelligence-Transaction Band 1	Named User Plus / Perpetual		\$299.22	\$44.88	\$65.83
IASBIPNUP-2	Business Intelligence-Transaction Band 2	Named User Plus / Perpetual		\$279.28	\$41.89	\$61.44
IASBIPNUP-3	Business Intelligence-Transaction Band 3	Named User Plus / Perpetual		\$259.33	\$38.90	\$57.05
IASBIPNUP-4	Business Intelligence-Transaction Band 4	Named User Plus / Perpetual		\$239.38	\$35.91	\$52.66
IASBIPP-1	Business Intelligence-Transaction Band 1	Processor / Perpetual		\$14,961.21	\$2,244.18	\$3,291.47
IASBIPP-2	Business Intelligence-Transaction Band 2	Processor / Perpetual		\$13,963.79	\$2,094.57	\$3,072.03
IASBIPP-3	Business Intelligence-Transaction Band 3	Processor / Perpetual		\$12,966.53	\$1,944.98	\$2,852.64
IASBIPP-4	Business Intelligence-Transaction Band 4	Processor / Perpetual		\$11,968.94	\$1,795.34	\$2,633.17
	Integration Products					
IPTGIWPCL-1	Transparent Gateway for iWay - Transaction Band 1	Computer License / Perpetual		\$89,767.28	\$13,465.09	\$19,748.80
IPTGIWPCL-2	Transparent Gateway for iWay - Transaction Band 2	Computer License / Perpetual		\$83,782.73	\$12,567.41	\$18,432.20
IPTGIWPCL-3	Transparent Gateway for iWay - Transaction Band 3	Computer License / Perpetual		\$77,799.15	\$11,669.87	\$17,115.81
IPTGIWPCL-4	Transparent Gateway for iWay - Transaction Band 4	Computer License / Perpetual		\$71,813.63	\$10,772.04	\$15,799.00
IPEAIWDPCL-1	Each Additional iWay Driver-Transaction Band 1	Computer License / Perpetual		\$44,883.64	\$6,732.55	\$9,874.40
IPEAIWDPCL-2	Each Additional iWay Driver-Transaction Band 2	Computer License / Perpetual		\$41,891.37	\$6,283.70	\$9,216.10
IPEAIWDPCL-3	Each Additional iWay Driver-Transaction Band 3	Computer License / Perpetual		\$38,899.58	\$5,834.94	\$8,557.91

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
IPEAIWDPCL-4	Each Additional iWay Driver-Transaction Band 4	Computer License / Perpetual		\$35,906.82	\$5,386.02	\$7,899.50
IPAAPP-1	Application Adapters-Transaction Band 1	Processor / Perpetual		\$11,220.91	\$1,683.14	\$2,468.60
IPAAPP-2	Application Adapters-Transaction Band 2	Processor / Perpetual		\$10,472.84	\$1,570.93	\$2,304.03
IPAAPP-3	Application Adapters-Transaction Band 3	Processor / Perpetual		\$9,724.89	\$1,458.73	\$2,139.48
IPAAPP-4	Application Adapters-Transaction Band 4	Processor / Perpetual		\$8,976.70	\$1,346.51	\$1,974.87
IPOAAPP-1	Oracle Applications Adapter-Transaction Band 1	Processor / Perpetual		\$11,220.91	\$1,683.14	\$2,468.60
IPOAAPP-2	Oracle Applications Adapter-Transaction Band 2	Processor / Perpetual		\$10,472.84	\$1,570.93	\$2,304.03
IPOAAPP-3	Oracle Applications Adapter-Transaction Band 3	Processor / Perpetual		\$9,724.89	\$1,458.73	\$2,139.48
IPOAAPP-4	Oracle Applications Adapter-Transaction Band 4	Processor / Perpetual		\$8,976.70	\$1,346.51	\$1,974.87
IPMPMAPP-1	Mainframe and TP-Monitor Adapters-Transaction Band 1	Processor / Perpetual		\$22,441.82	\$3,366.27	\$4,937.20
IPMPMAPP-2	Mainframe and TP-Monitor Adapters-Transaction Band 2	Processor / Perpetual		\$20,945.68	\$3,141.85	\$4,608.05
IPMPMAPP-3	Mainframe and TP-Monitor Adapters-Transaction Band 3	Processor / Perpetual		\$19,449.79	\$2,917.47	\$4,278.95
IPMPMAPP-4	Mainframe and TP-Monitor Adapters-Transaction Band 4	Processor / Perpetual		\$17,953.41	\$2,693.01	\$3,949.75
IPRNAPP-1	RosettaNet Adapter-Transaction Band 1	Processor / Perpetual		\$22,441.82	\$3,366.27	\$4,937.20
IPRNAPP-2	RosettaNet Adapter-Transaction Band 2	Processor / Perpetual		\$20,945.68	\$3,141.85	\$4,608.05
IPRNAPP-3	RosettaNet Adapter-Transaction Band 3	Processor / Perpetual		\$19,449.79	\$2,917.47	\$4,278.95
IPRNAPP-4	RosettaNet Adapter-Transaction Band 4	Processor / Perpetual		\$17,953.41	\$2,693.01	\$3,949.75
IPEDIAPP-1	EDI Adapter-Transaction Band 1	Processor / Perpetual		\$22,441.82	\$3,366.27	\$4,937.20
IPEDIAPP-2	EDI Adapter-Transaction Band 2	Processor / Perpetual		\$20,945.68	\$3,141.85	\$4,608.05
IPEDIAPP-3	EDI Adapter-Transaction Band 3	Processor / Perpetual		\$19,449.79	\$2,917.47	\$4,278.95
IPEDIAPP-4	EDI Adapter-Transaction Band 4	Processor / Perpetual		\$17,953.41	\$2,693.01	\$3,949.75
	Other Customer Data Management					
CDMCDHPP-1	Customer Data Hub-Transaction Band 1	Processor / Perpetual	1	\$74,806.07	\$11,220.91	\$16,457.34
CDMCDHPP-2	Customer Data Hub-Transaction Band 2	Processor / Perpetual	1	\$69,818.94	\$10,472.84	\$15,360.17
CDMCDHPP-3	Customer Data Hub-Transaction Band 3	Processor / Perpetual	1	\$64,832.63	\$9,724.89	\$14,263.18
CDMCDHPP-4	Customer Data Hub-Transaction Band 4	Processor / Perpetual	1	\$59,844.69	\$8,976.70	\$13,165.83
CDMCDSPS-1	Customer Data Spoke-Transaction Band 1	System / Perpetual	1	\$74,806.07	\$11,220.91	\$16,457.34

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
CDMCDS-2	Customer Data Spoke-Transaction Band 2	System / Perpetual	1	\$69,818.94	\$10,472.84	\$15,360.17
CDMCDS-3	Customer Data Spoke-Transaction Band 3	System / Perpetual	1	\$64,832.63	\$9,724.89	\$14,263.18
CDMCDS-4	Customer Data Spoke-Transaction Band 4	System / Perpetual	1	\$59,844.69	\$8,976.70	\$13,165.83
Health Care						
HCHTBPNU-1	Healthcare Transaction Base-Transaction Band 1	Named User Plus / Perpetual	50	\$748.06	\$112.21	\$164.57
HCHTBPNU-2	Healthcare Transaction Base-Transaction Band 2	Named User Plus / Perpetual	50	\$698.19	\$104.73	\$153.60
HCHTBPNU-3	Healthcare Transaction Base-Transaction Band 3	Named User Plus / Perpetual	50	\$648.33	\$97.25	\$142.63
HCHTBPNU-4	Healthcare Transaction Base-Transaction Band 4	Named User Plus / Perpetual	50	\$598.45	\$89.77	\$131.66
HCHTBPP-1	Healthcare Transaction Base-Transaction Band 1	Processor / Perpetual	1	\$74,806.07	\$11,220.91	\$16,457.34
HCHTBPP-2	Healthcare Transaction Base-Transaction Band 2	Processor / Perpetual	1	\$69,818.94	\$10,472.84	\$15,360.17
HCHTBPP-3	Healthcare Transaction Base-Transaction Band 3	Processor / Perpetual	1	\$64,832.63	\$9,724.89	\$14,263.18
HCHTBPP-4	Healthcare Transaction Base-Transaction Band 4	Processor / Perpetual	1	\$59,844.69	\$8,976.70	\$13,165.83
Component Applications						
Intelligence						
CAIEBP-1	Enterprise Planning and Budgeting-Transaction Band 1	Application User / Perpetual	10	\$2,240.44	\$336.07	\$492.90
CAIEBP-2	Enterprise Planning and Budgeting-Transaction Band 2	Application User / Perpetual	10	\$2,091.08	\$313.66	\$460.04
CAIEBP-3	Enterprise Planning and Budgeting-Transaction Band 3	Application User / Perpetual	10	\$1,941.74	\$291.26	\$427.18
CAIEBP-4	Enterprise Planning and Budgeting-Transaction Band 4	Application User / Perpetual	10	\$1,792.35	\$268.85	\$394.32
CAEPBP-1	Enterprise Planning and Budgeting-Transaction Band 1	Application Read-Only User / Perpetual	10	\$445.10	\$66.76	\$97.92
CAEPBP-2	Enterprise Planning and Budgeting-Transaction Band 2	Application Read-Only User / Perpetual	10	\$415.42	\$62.31	\$91.39
CAEPBP-3	Enterprise Planning and Budgeting-Transaction Band 3	Application Read-Only User / Perpetual	10	\$385.75	\$57.86	\$84.87
CAEPBP-4	Enterprise Planning and Budgeting-Transaction Band 4	Application Read-Only User / Perpetual	10	\$356.08	\$53.41	\$78.34
Order Management						
OMSCPAU-1	Sales Contracts-Transaction Band 1	Application User / Perpetual	5	\$4,484.62	\$672.69	\$986.62
OMSCPAU-2	Sales Contracts-Transaction Band 2	Application User / Perpetual	5	\$4,185.65	\$627.85	\$920.84
OMSCPAU-3	Sales Contracts-Transaction Band 3	Application User / Perpetual	5	\$3,886.72	\$583.01	\$855.08
OMSCPAU-4	Sales Contracts-Transaction Band 4	Application User / Perpetual	5	\$3,587.69	\$538.15	\$789.29
OMCPAU-1	Configurator-Transaction Band 1	Application User / Perpetual	20	\$2,240.44	\$336.07	\$492.90

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update	Support
					GSA Price	GSA Price
					(Product# -UD)	(Product# -UDSU)
OMCPAU-2	Configurator-Transaction Band 2	Application User / Perpetual	20	\$2,091.08	\$313.66	\$460.04
OMCPAU-3	Configurator-Transaction Band 3	Application User / Perpetual	20	\$1,941.74	\$291.26	\$427.18
OMCPAU-4	Configurator-Transaction Band 4	Application User / Perpetual	20	\$1,792.35	\$268.85	\$394.32
Manufacturing						
MPMOMSPMU-1	Process Manufacturing Option: Manufacturing Scheduling - Transaction Band 1	Manufacturing User / Perpetual	10	\$1,118.35	\$167.75	\$246.04
MPMOMSPMU-2	Process Manufacturing Option: Manufacturing Scheduling - Transaction Band 2	Manufacturing User / Perpetual	10	\$1,043.79	\$156.57	\$229.63
MPMOMSPMU-3	Process Manufacturing Option: Manufacturing Scheduling - Transaction Band 3	Manufacturing User / Perpetual	10	\$969.25	\$145.39	\$213.23
MPMOMSPMU-4	Process Manufacturing Option: Manufacturing Scheduling - Transaction Band 4	Manufacturing User / Perpetual	10	\$894.68	\$134.20	\$196.83
Maintenance Management						
MMEAMOSSEAMU-1	Enterprise Asset Management Option: Self-Service Work Requests-Transaction Band 1	EAM User / Perpetual	10	\$370.29	\$55.54	\$81.46
MMEAMOSSEAMU-2	Enterprise Asset Management Option: Self-Service Work Requests-Transaction Band 2	EAM User / Perpetual	10	\$345.60	\$51.84	\$76.03
MMEAMOSSEAMU-3	Enterprise Asset Management Option: Self-Service Work Requests-Transaction Band 3	EAM User / Perpetual	10	\$320.92	\$48.14	\$70.60
MMEAMOSSEAMU-4	Enterprise Asset Management Option: Self-Service Work Requests-Transaction Band 4	EAM User / Perpetual	10	\$296.23	\$44.43	\$65.17
Product Lifecycle Management						
PLMAPCOOPPO-1	Advanced Product Catalog Option: Oracle Product Data Synchronization for GDSN and UCCnet Services-Transaction Band 1	Partner Organization / Perpetual	2	\$56,104.55	\$8,415.68	\$12,343.00
PLMAPCOOPPO-2	Advanced Product Catalog Option: Oracle Product Data Synchronization for GDSN and UCCnet Services-Transaction Band 2	Partner Organization / Perpetual	2	\$52,364.21	\$7,854.63	\$11,520.13
PLMAPCOOPPO-3	Advanced Product Catalog Option: Oracle Product Data Synchronization for GDSN and UCCnet Services-Transaction Band 3	Partner Organization / Perpetual	2	\$48,624.47	\$7,293.67	\$10,697.38
PLMAPCOOPPO-4	Advanced Product Catalog Option: Oracle Product Data Synchronization for GDSN and UCCnet Services-Transaction Band 4	Partner Organization / Perpetual	2	\$44,883.52	\$6,732.53	\$9,874.37
Learning Management						
LMLMPT-1	Learning Management-Transaction Band 1	Trainee / Perpetual	100	\$22.44	\$3.37	\$4.94
LMLMPT-2	Learning Management-Transaction Band 2	Trainee / Perpetual	100	\$20.95	\$3.14	\$4.61
LMLMPT-3	Learning Management-Transaction Band 3	Trainee / Perpetual	100	\$19.45	\$2.92	\$4.28
LMLMPT-4	Learning Management-Transaction Band 4	Trainee / Perpetual	100	\$17.95	\$2.69	\$3.95
LMLMOOLPT-1	Learning Management Option: Online Learning-Transaction Band 1	Trainee / Perpetual	100	\$22.44	\$3.37	\$4.94
LMLMOOLPT-2	Learning Management Option: Online Learning-Transaction Band 2	Trainee / Perpetual	100	\$20.95	\$3.14	\$4.61
LMLMOOLPT-3	Learning Management Option: Online Learning-Transaction Band 3	Trainee / Perpetual	100	\$19.45	\$2.92	\$4.28
LMLMOOLPT-4	Learning Management Option: Online Learning-Transaction Band 4	Trainee / Perpetual	100	\$17.95	\$2.69	\$3.95
Vertical Applications						
Public Sector/University						
PSUPPPFTES-1	Personal Portfolio-Transaction Band 1	FTE Student / Perpetual	1000	\$37.40	\$5.61	\$8.23

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price (Product# -UD)	Update + Support GSA Price (Product# -UDSU)
PSUPPPFTES-2	Personal Portfolio-Transaction Band 2	FTE Student / Perpetual	1000	\$34.91	\$5.24	\$7.68
PSUPPPFTES-3	Personal Portfolio-Transaction Band 3	FTE Student / Perpetual	1000	\$32.42	\$4.86	\$7.13
PSUPPPFTES-4	Personal Portfolio-Transaction Band 4	FTE Student / Perpetual	1000	\$29.92	\$4.49	\$6.58
Financial Services						
FSRCMPE-1	Regulatory Capital Management-Transaction Band 1	Employee / Perpetual	1000	\$52.36	\$7.85	\$11.52
FSRCMPE-2	Regulatory Capital Management-Transaction Band 2	Employee / Perpetual	1000	\$48.87	\$7.33	\$10.75
FSRCMPE-3	Regulatory Capital Management-Transaction Band 3	Employee / Perpetual	1000	\$45.38	\$6.81	\$9.98
FSRCMPE-4	Regulatory Capital Management-Transaction Band 4	Employee / Perpetual	1000	\$41.89	\$6.28	\$9.22
HealthCare						
HCCOMSPAU-1	Clinical Option: Multinational Study-Transaction Band 1	Application User / Perpetual	5	\$6,732.55	\$1,009.88	\$1,481.16
HCCOMSPAU-2	Clinical Option: Multinational Study-Transaction Band 2	Application User / Perpetual	5	\$6,283.70	\$942.56	\$1,382.42
HCCOMSPAU-3	Clinical Option: Multinational Study-Transaction Band 3	Application User / Perpetual	5	\$5,834.94	\$875.24	\$1,283.69
HCCOMSPAU-4	Clinical Option: Multinational Study-Transaction Band 4	Application User / Perpetual	5	\$5,386.02	\$807.90	\$1,184.92
Database Products						
Internet Application Server						
EEPNU-1	Enterprise Edition-Transaction Band 1	Named User Plus / Perpetual		\$448.84	\$67.33	\$98.74
EEPNU-2	Enterprise Edition-Transaction Band 2	Named User Plus / Perpetual		\$418.91	\$62.84	\$92.16
EEPNU-3	Enterprise Edition-Transaction Band 3	Named User Plus / Perpetual		\$389.00	\$58.35	\$85.58
EEPNU-4	Enterprise Edition-Transaction Band 4	Named User Plus / Perpetual		\$359.07	\$53.86	\$78.99
EEPP-1	Enterprise Edition-Transaction Band 1	Processor / Perpetual		\$22,441.82	\$3,366.27	\$4,937.20
EEPP-2	Enterprise Edition-Transaction Band 2	Processor / Perpetual		\$20,945.68	\$3,141.85	\$4,608.05
EEPP-3	Enterprise Edition-Transaction Band 3	Processor / Perpetual		\$19,449.79	\$2,917.47	\$4,278.95
EEPP-4	Enterprise Edition-Transaction Band 4	Processor / Perpetual		\$17,953.41	\$2,693.01	\$3,949.75
Integration Products						
AAPNU-1	Application Adapters-Transaction Band 1	Named User Plus / Perpetual		\$11,220.91	\$1,683.14	\$2,468.60
AAPNU-2	Application Adapters-Transaction Band 2	Named User Plus / Perpetual		\$10,472.84	\$1,570.93	\$2,304.03
AAPNU-3	Application Adapters-Transaction Band 3	Named User Plus / Perpetual		\$9,724.89	\$1,458.73	\$2,139.48
AAPNU-4	Application Adapters-Transaction Band 4	Named User Plus / Perpetual		\$8,976.70	\$1,346.51	\$1,974.87
MTPMAPNUP-1	Mainframe and TP-Monitor Adapters-Transaction Band 1	Named User Plus / Perpetual		\$22,441.82	\$3,366.27	\$4,937.20
MTPMAPNUP-2	Mainframe and TP-Monitor Adapters-Transaction Band 1	Named User Plus / Perpetual		\$20,945.68	\$3,141.85	\$4,608.05
MTPMAPNUP-3	Mainframe and TP-Monitor Adapters-Transaction	Named User		\$19,449.79	\$2,917.47	\$4,278.95

Mythics' Product #	Product	License Term / License Type	Min.	Product GSA Price	Update GSA Price	Update + Support GSA Price
					(Product# -UD)	(Product# -UDSU)

unknown, the price per order line is 0.6000 for OM, 0.2000 for RM and for AP.

11. The number of Application Users of Tutor for Applications must match the number of Application Users of each Applications for which the customer is using Tutor. If the Application is licensed with a metric other than the Application User metric, then the number of licenses for Tutor for Applications must match the number of Application Users that the customer would have licensed for the Application, provided that this metric was available. Once licensed on the Tutor for Applications, the Application Users may use any of the Tutor products bundled in this product.

12. If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.

13. Customers must pay for both the module and the subscriber/ workstation fee.

14. Remote Data Capture can only be licensed for remote site users. In house entry users require a Clinical license.

Mythics' Product #	Product - Oracle Technical Software Support	GSA Price
SOSTSS 1-66	<u>Scheduled</u> On-Site Technical Software Support 1 - 66 Days (priced per day)	\$1,813.52
FTOSTSS 67	<u>Full-Time</u> On-Site Technical Software Support - 67 Days	\$105,220.31
FTOSTSS 100	<u>Full-Time</u> On-Site Technical Software Support - 100 Days	\$149,509.45
FTOSTSS 200	<u>Full-Time</u> On-Site Technical Software Support - 200 Days	\$265,794.24

On-Site Technical Software Support services must be used within a one (1) Year period from the date they are ordered. Unused services shall be forfeited. The days delivered by the On-Site Technical Software Support Engineer will be provided contiguously on a weekly basis, i.e. beginning on a Monday and ending on a Friday, unless otherwise mutually agreed.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ON-SITE SUPPORT SERVICES

all on-site technical software support services offered by Mythics fall under the following additional terms and conditions:

- (a) A technical software support unit is 8 hours. Actual hours worked will be translated into days on an 8/day basis. For example, 12 hours is charged as 1.5 days.
- (b) Technical software support services provided at Mythics' offices are chargeable against ordered on-site days.
- (c) Reasonable and necessary travel and living expenses in accordance with the Office of Budget and Management will be charged for Mythics representative traveling to locations outside their home office.
- (d) The Government will be charged for other necessary, reasonable, and allowable direct costs incurred in providing support when approved in advance by the Government.
- (e) All Work to be performed hereunder shall only be performed by U.S. - based personnel.
- (f) The Government acknowledges that its timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitable configured computer products (collectively, "Cooperation") are essential to performance of any support services as set forth in this contract and that Mythics shall not be liable for any deficiency in performing support services if such deficiency results from the Government's failure to provide full Cooperation.

Labor Category	Mythics Professional Services (Hourly Rates)	GSA Hourly Rate
Senior Principal	Senior Principal (hourly rate)	\$249.12
Principal Engineer	Principal Engineer (hourly rate)	\$216.89
Senior Engineer	Senior Engineer (hourly rate)	\$177.07
Administrative Assistant	Administrative Assistant (hourly rate)	\$44.57

Recurse Technologies, Inc. Software Products, Maintenance and Training

MH-P4G	ManHunt – GigE	\$90,448.31
MH-P4GMAINT	Annual Maintenance for ManHunt – GigE	\$10,853.80
MH-SN-5	ManHunt Smart Agent-Snort, ≤ 5 sensors	\$719.97
MH-SN-5MAINT	Annual Maintenance for ManHunt Smart Agent-Snort, ≤ 5 sensors	\$86.40
MH-SN-10	ManHunt Smart Agent-Snort, ≤ 10 sensors	\$2,167.14
MH-SN-10MAINT	Annual Maintenance for ManHunt Smart Agent-Snort, ≤ 10 sensors	\$260.06
MH-SN-25	ManHunt Smart Agent-Snort, ≤ 25 sensors	\$3,614.31
MH-SN-25MAINT	Annual Maintenance for ManHunt Smart Agent-Snort, ≤ 25 sensors	\$433.72
MH-SN-UNL	ManHunt Smart Agent-Snort, ≥ 26+ sensors	\$5,785.07
MH-SN-UNLMAINT	Annual Maintenance for ManHunt Smart Agent-Snort, ≥ 26+ sensors	\$694.21
MH-RSN-5	ManHunt Smart Agent-RealSecure, ≤ 5 sensors	\$2,167.14
MH-RSN-5MAINT	Annual Maintenance for ManHunt Smart Agent-RealSecure, ≤ 5 sensors	\$260.06
MH-RSN-10	ManHunt Smart Agent-RealSecure, ≤ 10 sensors	\$4,337.90
MH-RSN-10MAINT	Annual Maintenance for ManHunt Smart Agent-RealSecure, ≤ 10 sensors	\$520.55
MH-RSN-25	ManHunt Smart Agent-RealSecure, ≤ 25 sensors	\$5,785.07
MH-RSN-25MAINT	Annual Maintenance for ManHunt Smart Agent-RealSecure, ≤ 25 sensors	\$694.21
MH-RSN-UNL	ManHunt Smart Agent-RealSecure, ≥ 26+ sensors	\$10,850.18
MH-RSN-UNLMAINT	Annual Maintenance for ManHunt Smart Agent-RealSecure, ≥ 26+ sensors	\$1,302.02
MH-DRN-5	ManHunt Smart Agent-Dragon, ≤ 5 sensors	\$2,167.14
MH-DRN-5MAINT	Annual Maintenance for ManHunt Smart Agent-Dragon, ≤ 5 sensors	\$260.06
MH-DRN-10	ManHunt Smart Agent-Dragon, ≤ 10 sensors	\$4,337.90
MH-DRN-10MAINT	Annual Maintenance for ManHunt Smart Agent-Dragon, ≤ 10 sensors	\$520.55
MH-DRN-25	ManHunt Smart Agent-Dragon, ≤ 25 sensors	\$5,785.07
MH-DRN-25MAINT	Annual Maintenance for ManHunt Smart Agent-Dragon, ≤ 25 sensors	\$694.21
MH-DRN-UNL	ManHunt Smart Agent-Dragon, ≥ 26+ sensors	\$10,850.18
MH-DRN-UNLMAINT	Annual Maintenance for ManHunt Smart Agent-Dragon, ≥ 26+ sensors	\$1,302.02
MH-CSC-5	ManHunt Smart Agent-Cisco IDS, ≤ 5 sensors	\$2,167.14
MH-CSC-5MAINT	Annual Maintenance for ManHunt Smart Agent-Cisco IDS, ≤ 5 sensors	\$260.06
MH-CSC-10	ManHunt Smart Agent-Cisco IDS, ≤ 10 sensors	\$4,337.90
MH-CSC-10MAINT	Annual Maintenance for ManHunt Smart Agent-Cisco IDS, ≤ 10 sensors	\$520.55
MH-CSC-25	ManHunt Smart Agent-Cisco IDS, ≤ 25 sensors	\$5,785.07
MH-CSC-25MAINT	Annual Maintenance for ManHunt Smart Agent-Cisco IDS, ≤ 25 sensors	\$694.21
MH-CSC-UNL	ManHunt Smart Agent-Cisco IDS, ≥ 26+ sensors	\$10,850.18
MH-CSC-UNLMAINT	Annual Maintenance for ManHunt Smart Agent-Cisco IDS, ≥ 26+ sensors	\$1,302.02
WT-FULL	WebTrends Firewall Suite – Full*	\$4,341.52
WT-FULLMAINT	Annual Maintenance for WebTrends Firewall Suite – Full*	\$520.98
WT-ADD	WebTrends Firewall Suite – Additional*	\$2,170.76
WT-ADDMAINT	Annual Maintenance for WebTrends Firewall Suite – Additional*	\$260.49
WT-TEMP	WebTrends Firewall Suite – Templates**	\$2,170.76
WT-TEMPMAINT	Annual Maintenance for WebTrends Firewall Suite – Templates**	\$260.49
DC-350-H1	RD 350 – single segment ManHunt	\$19,536.84
DC-350-H1MAINT	Annual Maintenance for RD 350 – single segment ManHunt	\$2,344.42
DC-350-T1	RD 350 – single cage ManTrap	\$6,874.07
DC-350-T1MAINT	Annual Maintenance for RD 350 – single cage ManTrap	\$824.89
DC-350-T2	RD 350 – dual cage ManTrap	\$11,215.59
DC-350-T2MAINT	Annual Maintenance for RD 350 – dual cage ManTrap	\$1,345.87
DC-1650-1-H1	RD 1650 – single processor, single segment ManHunt	\$20,839.29
DC-1650-1-H1MAINT	Annual Maintenance for RD 1650 – single processor, single segment ManHunt	\$2,500.71
DC-1650-1-H2	RD 1650 – single processor, dual segment ManHunt	\$38,928.95
DC-1650-1-H2MAINT	Annual Maintenance for RD 1650 – single processor, dual segment ManHunt	\$4,671.47
DC-1650-1-T1	RD 1650 – single processor, single cage ManTrap	\$8,176.53
DC-1650-T-T1MAINT	Annual Maintenance for RD 1650 – single processor, single cage ManTrap	\$981.18
DC-1650-1-T2	RD 1650 – single processor, dual cage ManTrap	\$12,518.05
DC-1650-1-T2MAINT	Annual Maintenance for RD 1650 – single processor, dual cage ManTrap	\$1,502.17
DC-1650-1-T3	RD 1650 – single processor, three cage ManTrap	\$16,497.77
DC-1650-1-T3MAINT	Annual Maintenance for RD 1650 – single processor, three cage ManTrap	\$1,979.73
DC-1650-1-T4	RD 1650 – single processor, four cage ManTrap	\$20,115.70
DC-1650-1-T4MAINT	Annual Maintenance for RD 1650 – single processor, four cage ManTrap	\$2,413.88
DC-1650-2-H1	RD 1650 – dual processor, single segment ManHunt	\$20,984.01
DC-1650-2-H1MAINT	Annual Maintenance for RD 1650 – dual processor, single segment ManHunt	\$2,518.08
DC-1650-2-H2	RD 1650 – dual processor, dual segment ManHunt	\$39,073.67
DC-1650-2-H2MAINT	Annual Maintenance for RD 1650 – dual processor, dual segment ManHunt	\$4,688.84
DC-1650-2-H3	RD 1650 – dual processor, three segment ManHunt	\$57,163.33
DC-1650-2-H3MAINT	Annual Maintenance for RD 1650 – dual processor, three segment ManHunt	\$6,859.60
DC-1650-2-H4	RD 1650 – dual processor, four segment ManHunt	\$71,635.06
DC-1650-2-H4MAINT	Annual Maintenance for RD 1650 – dual processor, four segment ManHunt	\$8,596.21
DC-1650-2HG	RD 1650 – dual processor, GigE segment ManHunt	\$93,342.66
DC-1650-2HGMAINT	Annual Maintenance for RD 1650 – dual processor, GigE segment ManHunt	\$11,201.12
DC-1650-2-T1	RD 1650 – dual processor, single cage ManTrap	\$8,321.24

Myhics's Product #

Product

GSA Price

DC-1650-2-T1MAINT	Annual Maintenance for RD 1650 – dual processor, single cage ManTrap	\$998.55
DC-1650-2-T2	RD 1650 – dual processor, dual cage ManTrap	\$12,662.76
DC-1650-2-T2MAINT	Annual Maintenance for RD 1650 – dual processor, dual cage ManTrap	\$1,519.53
DC-1650-2-T3	RD 1650 – dual processor, three cage ManTrap	\$16,642.49
DC-1650-2-T3MAINT	Annual Maintenance for RD 1650 – dual processor, three cage ManTrap	\$1,997.10
DC-1650-2-T4	RD1650 – dual processor, four cage ManTrap	\$20,260.42
DC-1650-2-T4MAINT	Annual Maintenance for RD1650 – dual processor, four cage ManTrap	\$2,431.25
DC-2550-1-H1	RD 2550 – single processor, single segment ManHunt	\$22,069.39
DC-2550-1-H1MAINT	Annual Maintenance for RD 2550 – single processor, single segment ManHunt	\$2,648.33
DC-2550-1-H2	RD 2550 – single processor, dual segment ManHunt	\$40,159.05
DC-2550-1-H2MAINT	Annual Maintenance for RD 2550 – single processor, dual segment ManHunt	\$4,819.09
DC-2550-2-H1	RD 2550 – dual processor, single segment ManHunt	\$22,431.18
DC-2550-2-H1MAINT	Annual Maintenance for RD 2550 – dual processor, single segment ManHunt	\$2,691.74
DC-2550-2-H2	RD 2550 – dual processor, dual segment ManHunt	\$40,520.84
DC-2550-2-H2MAINT	Annual Maintenance for RD 2550 – dual processor, dual segment ManHunt	\$4,862.50
DC-2550-2-H3	RD 2550 – dual processor, three segment ManHunt	\$58,610.51
DC-2550-2-H3MAINT	Annual Maintenance for RD 2550 – dual processor, three segment ManHunt	\$7,033.26
DC-2550-2-H4	RD 2550 – dual processor, four segment ManHunt	\$73,082.24
DC-2550-2-H4MAINT	Annual Maintenance for RD 2550 – dual processor, four segment ManHunt	\$8,769.87
DC-2550-2-H5	RD 2550 – dual processor, five segment ManHunt	\$94,789.83
DC-2550-2-H5MAINT	Annual Maintenance for RD 2550 – dual processor, five segment ManHunt	\$11,374.78
DC-2550-2-H6	RD 2550 – dual processor, six segment ManHunt	\$116,497.43
DC-2550-2-H6MAINT	Annual Maintenance for RD 2550 – dual processor, six segment ManHunt	\$13,979.69
DC-2550-2-HG	RD 2550 – dual processor, GigE segment ManHunt	\$94,789.83
DC-2550-2-HGMAINT	Annual Maintenance for RD 2550 – dual processor, GigE segment ManHunt	\$11,374.78
DC-6450-4-H10	RD 6450 – four processor, ≤ 10 segment ManHunt	\$191,388.63
DC-6450-4-H10MAINT	Annual Maintenance for RD 6450 – four processor, ≤ 10 segment ManHunt	\$22,966.64
DC-6450-4-HG	RD 6450 – four processor, GigE segment ManHunt	\$100,940.32
DC-6450-4-HGMAINT	Annual Maintenance for RD 6450 – four processor, GigE segment ManHunt	\$12,112.84
TS-MH01-0000	ManHunt Training – 1 Day	\$1,904.18
TS-MH02-0000	ManHunt Training – 1 Day – Customer Site	\$2,380.22
TS-MT01-0000	ManTrap Training – 1 Day	\$2,380.22
TS-MT02-0000	ManTrap Training – 1 Day – Customer Site	\$2,856.26

VeriSign, Inc. Software Products and Professional Services

IPS-ENT-ONS-SER-002	OnSite for Server ID	\$309.42
IPS-ENT-ONS-SER-002-10	OnSite for Server ID 10 Pack	\$2,207.63
IPS-ENT-ONS-SER-002-25	OnSite for Server ID 25 Pack	\$5,230.94
IPS-ENT-ONS-SER-002-50	OnSite for Server ID 50 pack	\$10,151.57
IPS-ENT-ONS-SER-002-100	OnSite for Server ID 100 pack	\$18,130.97
IPS-ENT-ONS-SER-002-250	OnSite for Server ID 250 pack	\$43,000.10
IPS-ENT-ONS-SER-002-500	OnSite for Server ID 500 pack	\$82,010.50
IPS-ENT-ONS-SER-002-750	OnSite for Server ID 750 pack	\$115,701.30
IPS-ENT-ONS-SER-002-1K	OnSite for Server ID 1000 pack	\$141,856.00
IPS-ENT-ONS-GSR-0001	OnSite for Global Server ID	\$793.51
IPS-ENT-ONS-GSR-0001-10	OnSite for Global Server ID 10 Pack	\$6,161.87
IPS-ENT-ONS-GSR-0001-25	OnSite for Global Server ID 25 Pack	\$14,628.90
IPS-ENT-ONS-GSR-0001-50	OnSite for Global Server ID 50 Pack	\$28,371.20
IPS-ENT-ONS-GSR-0001-100	OnSite for Global Server ID 100 Pack	\$50,536.20
IPS-ENT-ONS-GSR-0001-250	OnSite for Global Server ID 250 Pack	\$119,691.00
IPS-ENT-ONS-PUB-0001-250	Onsite Full Public Managed PKI 250 User Pack	\$49,427.95
IPS-ENT-ONS-PUB-0001-250+	Onsite Full Public Managed PKI 250 User Pack additional per User	\$38.12
IPS-ENT-ONS-PUB-0001-1K	Onsite Full Public Managed PKI 1000 User Pack	\$86,886.80
IPS-ENT-ONS-PUB-0001-1K+	Onsite Full Public Managed PKI 1000 User Pack additional per user	\$29.26
IPS-ENT-ONS-PUB-0001-5K	Onsite Full Public Managed PKI 5,000 User Pack	\$212,784.00
IPS-ENT-ONS-PUB-0001-5K+	Onsite Full Public Managed PKI 5,000 User Pack additional per user	\$19.51
IPS-ENT-ONS-PUB-0001-10K	Onsite Full Public Managed PKI 10,000 User Pack	\$328,042.00
IPS-ENT-ONS-PUB-0001-10K+	Onsite Full Public Managed PKI 10,000 User Pack additional per user	\$10.64
IPS-ENT-ONS-PRI-0001-250	Onsite Full Private Managed PKI 250 User Pack	\$48,319.70
IPS-ENT-ONS-PRI-0001-250+	Onsite Full Private Managed PKI 250 User Pack additional per User	\$33.69
IPS-ENT-ONS-PRI-0001-1K	Onsite Full Private Managed PKI 1000 User Pack	\$83,340.40
IPS-ENT-ONS-PRI-0001-1K+	Onsite Full Private Managed PKI 1000 User Pack additional per user	\$25.71
IPS-ENT-ONS-PRI-0001-5K	Onsite Full Private Managed PKI 5,000 User Pack	\$195,052.00
IPS-ENT-ONS-PRI-0001-5K+	Onsite Full Private Managed PKI 5,000 User Pack additional per user	\$15.96
IPS-ENT-ONS-PRI-0001-10K	Onsite Full Private Managed PKI 10,000 User Pack	\$292,578.00
IPS-ENT-ONS-PRI-0001-10K+	Onsite Full Private Managed PKI 10,000 User Pack additional per user	\$7.09
IPS-ENT-ONS-ROA-0008-250	Enterprise Roaming Service Option 250 User Pack	\$54,791.88
IPS-ENT-ONS-ROA-0008-250+	Enterprise Roaming Service Option 250 User Pack additional per user	\$13.48
IPS-ENT-ONS-ROA-0008-1K	Enterprise Roaming Service Option 1,000 User Pack	\$70,218.72
IPS-ENT-ONS-ROA-0008-1K+	Enterprise Roaming Service Option 1,000 User Pack additional per user	\$11.70
IPS-ENT-ONS-ROA-0008-5K	Enterprise Roaming Service Option 5,000 User Pack	\$120,577.60
IPS-ENT-ONS-ROA-0008-5K+	Enterprise Roaming Service Option 5,000 User Pack additional per user	\$7.80

Myhics's Product #	Product	GSA Price
IPS-ENT-ONS-ROA-0008-10K	Enterprise Roaming Service Option 10,000 User Pack	\$152,495.20
IPS-ENT-ONS-ROA-0008-10K+	Enterprise Roaming Service Option 10,000 User Pack additional per user	\$2.84
IPS-ENT-ONS-KMS-0002-250	OnSite Key Management Service Option 250 User Pack	\$19,771.18
IPS-ENT-ONS-KMS-0002-250+	OnSite Key Management Service Option 250 User Pack additional per user	\$15.25
IPS-ENT-ONS-KMS-0002-1K	OnSite Key Management Service Option 1000 User Pack	\$34,754.72
IPS-ENT-ONS-KMS-0002-1K+	OnSite Key Management Service Option 1000 User Pack additional per user	\$11.70
IPS-ENT-ONS-KMS-0002-5K	OnSite Key Management Service Option 5,000 User Pack	\$85,113.60
IPS-ENT-ONS-KMS-0002-5K+	OnSite Key Management Service Option 5,000 User Pack additional per user	\$7.80
IPS-ENT-ONS-KMS-0002-10K	OnSite Key Management Service Option 10,000 User Pack	\$131,216.80
IPS-ENT-ONS-KMS-0002-10K+	OnSite Key Management Service Option 10,000 User Pack additional per user	\$4.26
IPS-GVS-ONS-ASB-0004-250	OnSite Personal Trust Service 250 User Pack	\$4,938.36
IPS-GVS-ONS-ASB-0004-250+	OnSite Personal Trust Service 250 User Pack additional per user	\$3.81
IPS-GVS-ONS-ASB-0004-1K	OnSite Personal Trust Service 1,000 User Pack	\$8,688.68
IPS-GVS-ONS-ASB-0004-1K+	OnSite Personal Trust Service 1,000 User Pack additional per user	\$2.93
IPS-GVS-ONS-ASB-0004-5K	OnSite Personal Trust Service 5,000 User Pack	\$21,278.40
IPS-GVS-ONS-ASB-0004-5K+	OnSite Personal Trust Service 5,000 User Pack additional per user	\$1.95
IPS-GVS-ONS-ASB-0004-10K	OnSite Personal Trust Service 10,000 User Pack	\$32,804.20
IPS-GVS-ONS-ASB-0004-10K+	OnSite Personal Trust Service 10,000 User Pack additional per user	\$1.06
SFT-GVS-GOS-WEB-0006-250	Go Secure! For Web Applications 250 User Pack	\$47,654.75
SFT-GVS-GOS-WEB-0006-1K	Go Secure! For Web Applications 1000 User Pack	\$79,794.00
SFT-GVS-GOS-WEB-0006-5K	Go Secure! For Web Applications 5000 User Pack	\$177,320.00
SFT-GVS-GOS-WEB-0006-10K	Go Secure! For Web Applications 10000 User Pack	\$257,114.00
IPS-GVS-GOS-MXC-003-250	Go Secure! For Microsoft Exchange 250 User Pack	\$47,654.75
IPS-GVS-GOS-MXC-003-1K	Go Secure! For Microsoft Exchange 1,000 User Pack	\$79,794.00
IPS-GVS-GOS-MXC-003-5K	Go Secure! For Microsoft Exchange 5,000 User Pack	\$177,320.00
IPS-GVS-GOS-MXC-003-10K	Go Secure! For Microsoft Exchange 10,000 User Pack	\$257,114.00
IPS-GVS-LTS-APP-001-250	Go Secure! For Lotus 250 User Pack	\$47,654.75
IPS-GVS-LTS-APP-001-1K	Go Secure! For Lotus Notes 1,000 User Pack	\$79,794.00
IPS-GVS-LTS-APP-001-5K	Go Secure! For Lotus Notes 5,000 User Pack	\$177,320.00
IPS-GVS-LTS-APP-001-10K	Go Secure! For Lotus Notes 10,000 User Pack	\$257,114.00
IPS-ENT-GOS-CKP-001-250	Go Secure! For Check Point 250 User Pack	\$47,654.75
IPS-ENT-GOS-CKP-001-1K	Go Secure! For Check Point 1,000 User Pack	\$79,794.00
IPS-ENT-GOS-CKP-001-5K	Go Secure! For Check Point 5,000 User Pack	\$177,320.00
IPS-ENT-GOS-CKP-001-10K	Go Secure! For Check Point 10,000 User Pack	\$257,114.00
IPS-ENT-GOS-NRT-001-250	Go Secure! For Nortel 250 User Pack	\$47,654.75
IPS-ENT-GOS-NRT-001-1K	Go Secure! For Nortel 1,000 User Pack	\$79,794.00
IPS-ENT-GOS-NRT-001-5K	Go Secure! For Nortel 5,000 User Pack	\$177,320.00
IPS-ENT-GOS-NRT-001-10K	Go Secure! For Nortel 10,000 User Pack	\$257,114.00
IPS-ENT-GOV-BAL-001	VeriSign PKI Professional Services Daily Rate	\$1,773.20

Foundstone, Inc. Software Products, Training and Professional Services

FS32-001	FoundScan-32	\$19,182.80
FS32SAM-001	Standard Annual Maint-32	\$3,452.90
FS32PAM-001	Premium Annual Maint-32	\$4,987.53
FS64-001	FoundScan-64	\$24,553.98
FS64SAM-001	Standard Annual Maint-64	\$4,419.72
FS64PAM-001	Premium Annual Maint-64	\$6,384.04
FS128-001	FoundScan-128	\$34,529.04
FS128SAM-001	Standard Annual Maint-128	\$7,209.66
FS128PAM-001	Premium Annual Maint-128	\$10,413.96
FS5000-001	FoundScan-5000	\$95,914.00
FS5000SAM-001	Standard Annual Maint-5000	\$17,264.52
FS5000PAM-001	Premium Annual Maint-5000	\$24,937.64
FS10000-001	FoundScan-10,000	\$118,933.36
FS10000SAM-001	Standard Annual Maint-10000	\$21,408.00
FS10000PAM-001	Premium Annual Maint-10000	\$30,922.67
FS20000-001	FoundScan-20,000	\$191,828.00
FS20000SAM-001	Standard Annual Maint-20000	\$34,529.04
FS20000PAM-001	Premium Annual Maint-20000	\$49,875.28
FS40000-001	FoundScan-40,000	\$237,866.72
FS40000SAM-001	Standard Annual Maint-40000	\$42,816.01
FS40000PAM-001	Premium Annual Maint-40000	\$61,845.35
FS75000-001	FoundScan-75,000	\$326,107.60
FS75000SAM-001	Standard Annual Maint-75000	\$58,699.37
FS75000PAM-001	Premium Annual Maint-75000	\$84,787.98
FS100000-001	FoundScan-100,000	\$352,963.52
FS100000SAM-001	Standard Annual Maint-100000	\$63,533.43
FS100000PAM-001	Premium Annual Maint-100000	\$91,770.52
FS150000-001	FoundScan-150,000	\$375,982.88
FS150000SAM-001	Standard Annual Maint-150000	\$67,676.92
FS150000PAM-001	Premium Annual Maint-150000	\$97,755.55
FS200000-001	FoundScan-200,000	\$441,204.40

Myhics's Product #	Product	GSA Price
FS20000SAM-001	Standard Annual Maint-200000	\$79,416.79
FS20000PAM-001	Premium Annual Maint-200000	\$114,713.14
FS250000-001	FoundScan-250,000	\$491,079.68
FS250000SAM-001	Standard Annual Maint-250000	\$88,394.34
FS250000PAM-001	Premium Annual Maint-250000	\$127,680.72
FSTL-001	FoundScan Traveling License (Annual Renewable)	\$15,346.24
FSLTSAM-001	Standard Annual Maint-TL	\$2,762.32
FSTLPAM-001	Premium Annual Maint-TL	\$3,990.02

FoundStone Training: Private Courses
(See Pages 43 - 60 for Descriptive Information)

FSUHPS-PRI-001	Ultimate Hacking: Principles of Security	\$51,339.68
FSUH-PRI-001	Ultimate Hacking	\$51,339.68
FSUWHW-PRI-001	Ultimate Hacking: Web Hacking	\$42,005.19
FSUHIRF-PRI-001	Ultimate Hacking: Incident Response/Forensics	\$51,339.68
FSUHWIN2K-PRI-001	Ultimate Hacking: Windows 2000 Security	\$42,005.19
FSUHAFL-PRI-001	Ultimate Hacking: Attacks for Lawyers	\$18,668.98
FSUHSC-PRI-001	Ultimate Hacking: Secure Coding	\$42,005.19
FSUHEXP-PRI-001	Ultimate Hacking: Expert	\$51,339.68
FSPCI-PRI-001	Performing Computer Intrusions	\$46,672.44
FSWCI-PRI-001	Windows Computer Intrusions	\$42,005.19
FSWSCI-PRI-001	Web Server Computer Intrusions	\$42,005.19
FSACI-PRI-001	Advanced Computer Intrusions	\$42,005.19
FSICI-PRI-001	Investigating Computer Intrusions	\$46,672.44
FSPWF-PRI-001	Performing Windows Forensics	\$42,005.19
FSPUF-PRI-001	Performing UNIX Forensics	\$42,005.19
FSPNF-PRI-001	Performing Network Forensics	\$42,005.19
FSITCC-PRI-001	Introduction to Cybercrime	\$16,802.08
	Foundstone Professional Services	
FSU-001	Foundstone Service Unit	\$280.03

- 1) FoundScan perpetual license, scanning allowed for Internal and External IP addresses limited to those owned or controlled by customer.
- 2) Pricing is based on number of IP addresses. License is limited to specified number of live IP devices.
- 3) Quantities under 1,000 sold in fixed quantities only (32, 64 and 128).
- 4) Professional Services shall be priced based on the Foundstone Service Unit and the scope of work.
- 5) Foundstone Private Training Classes – Maximum of 30 students per class.

Novo Solutions Software and Maintenance

p-sw-kb-plat-5u10a	KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 5 Administrators/Authors, 10,000 Articles, 1 Language	\$3,541.97
p-sw-kb-plat-5u10a-m	Annual Maintenance for KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 5 Administrators/Authors, 10,000 Articles, 1 Language	\$531.30
p-sw-kb-plat-10uua	KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 10 Administrators/Authors, Unlimited Articles, 1 Language	\$4,428.57
p-sw-kb-plat-10uua-m	Annual Maintenance for KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 10 Administrators/Authors, Unlimited Articles, 1 Language	\$664.29
p-sw-kb-plat-50uua	KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 50 Administrators/Authors, Unlimited Articles, 1 Language	\$7,620.33
p-sw-kb-plat-50uua-m	Annual Maintenance for KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 50 Administrators/Authors, Unlimited Articles, 1 Language	\$1,143.05
p-sw-kb-plat-100uua	KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 100 Administrators/Authors, Unlimited Articles, 1 Language	\$11,211.06
p-sw-kb-plat-100uua-m	Annual Maintenance for KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 100 Administrators/Authors, Unlimited Articles, 1 Language	\$1,681.66
p-sw-kb-plat-250uua	KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 250 Administrators/Authors, Unlimited Articles, 1 Language	\$21,185.31
p-sw-kb-plat-250uua-m	Annual Maintenance for KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 250 Administrators/Authors, Unlimited Articles, 1 Language	\$3,177.80
p-sw-kb-plat-500uua	KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 500 Administrators/Authors, Unlimited Articles, 1 Language	\$32,267.81
p-sw-kb-plat-500uua-m	Annual Maintenance for KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - 500 Administrators/Authors, Unlimited Articles, 1 Language	\$4,840.17
p-sw-kb-plat-5ab	KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - Additional Block of 5000 Articles	\$443.30
p-sw-kb-plat-5ab-m	Annual Maintenance for KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - Additional Block of 5000 Articles	\$66.50
p-sw-kb-plat-5ub	KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - Additional Block of 5 Administrators / Authors	\$443.30
p-sw-kb-plat-5ub-m	Annual Maintenance for KNOWLEDGE BASE SOFTWARE - KB-Platinum 2.6 - Additional Block of 5 Administrators/Authors	\$66.50
p-sw-kb-pmod-imp	KB-PLATINUM - IMPORT/CONVERSION MODULE - Tools for converting and importing Word and HTML documents and 3rd party database formats	\$882.17
p-sw-kb-pmod-imp-m	Annual Maintenance for KB-PLATINUM - IMPORT/CONVERSION MODULE - Tools for	\$132.33

Myhics's Product #	Product	GSA Price
p-sw-kb-pmod-intrv	converting and importing Word and HTML documents and 3rd party database formats KB-PLATINUM - INTRANET VIEW ONLY MODULE - Allows employees (authenticated on a Windows Domain/Active Directory) to view/search Public AND Intranet articles without requiring a Knowledge Base User Account	\$1,768.77
p-sw-kb-pmod-intrv-m	Annual Maintenance for KB-PLATINUM - INTRANET VIEW ONLY MODULE - Allows employees (authenticated on a Windows Domain/Active Directory) to view/search Public AND Intranet articles without requiring a Knowledge Base User Account	\$265.32
p-sw-cmkb-pmod-ldap	CASE MANAGEMENT/KNOWLEDGE BASE - ACTIVE DIRECTORY MODULE - Allows login authentication to be handled by the Microsoft Active Directory providing a single login environment.	\$1,768.77
p-sw-cmkb-pmod-ldap-m	Annual Maintenance for 'CASE MANAGEMENT / KNOWLEDGE BASE - ACTIVE DIRECTORY MODULE - Allows login authentication to be handled by the Microsoft Active Directory providing a single login environment.	\$265.32
p-sw-cmkb-pmod-oracle	CASE MANAGEMENT/KNOWLEDGE BASE - Oracle Database Support Module	\$1,768.77
p-sw-cmkb-pmod-oracle-m	Annual Maintenance for CASE MANAGEMENT / KNOWLEDGE BASE - Oracle Database Support Module	\$265.32
p-sw-cmkb-pmod-mysql	CASE MANAGEMENT/KNOWLEDGE BASE - MySQL Database Support Module	\$1,768.77
p-sw-cmkb-pmod-mysql-m	Annual Maintenance for CASE MANAGEMENT / KNOWLEDGE BASE - MySQL Database Support Module	\$265.32
p-sw-cmkb-lang	CASE MANAGEMENT/KNOWLEDGE BASE - Additional Language Capability	\$442.41
p-sw-cmkb-lang-m	Annual Maintenance for CASE MANAGEMENT / KNOWLEDGE BASE - Additional Language Capability	\$66.36
p-sw-cmkb-10uua	CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 - 10 Administrators / Authors / Case Managers, Unlimited Articles & Cases, 1 Language	\$6,640.63
p-sw-cmkb-10uua-m	Annual Maintenance for CASE MANAGEMENT / KNOWLEDGE BASE SOFTWARE SUITE 2.6 - 10 Administrators/Authors/Case Managers, Unlimited Articles & Cases, 1 Language	\$996.10
p-sw-cmkb-50uua	CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 - 50 Administrators/Authors/Case Managers, Unlimited Articles & Cases, 1 Language	\$13,024.15
p-sw-cmkb-50uua-m	Annual Maintenance for CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 - 50 Administrators / Authors / Case Managers, Unlimited Articles & Cases, 1 Language	\$1,953.62
p-sw-cmkb-100uua	CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 - 100 Administrators / Authors / Case Managers, Unlimited Articles & Cases, 1 Language	\$20,205.61
p-sw-cmkb-100uua-m	Annual Maintenance for CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 - 100 Administrators / Authors / Case Managers, Unlimited Articles & Cases, 1 Language	\$3,030.84
p-sw-cmkb-250uua	CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 - 250 Administrators / Authors / Case Managers, Unlimited Articles & Cases, 1 Language	\$40,154.11
p-sw-cmkb-250uua-m	Annual Maintenance for CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 - 250 Administrators / Authors / Case Managers, Unlimited Articles & Cases, 1 Language	\$6,023.12
p-sw-cmkb-500uua	CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 - 500 Administrators / Authors / Case Managers, Unlimited Articles & Cases, 1 Language	\$62,319.11
p-sw-cmkb-500uua-m	Annual Maintenance for CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 - 500 Administrators / Authors / Case Managers, Unlimited Articles & Cases, 1 Language	\$9,347.87
p-sw-cmkb-5ab	CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 - Additional Block of 5000 Articles/Cases	\$886.60
p-sw-cmkb-5ab-m	Annual Maintenance for CASE MANAGEMENT / KNOWLEDGE BASE SOFTWARE SUITE 2.6 - Additional Block of 5000 Articles/Cases	\$132.99
p-sw-cmkb-5ub	CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 - Additional Block of 5 Administrators/ Authors/Case Managers	\$886.60
p-sw-cmkb-5ub-m	Annual Maintenance for CASE MANAGEMENT / KNOWLEDGE BASE SOFTWARE SUITE 2.6 - Additional Block of 5 Administrators / Authors / Case Managers	\$132.99
s-sw-kbp-s	KB-PLATINUM APPLICATION HOSTING SETUP - Setup of KB-Platinum hosting. Does not include web design integration.	\$882.17
s-sw-kbp-base	KB-PLATINUM 2.6 APPLICATION HOSTING (Monthly Fee) Initial 2 Users & 1,000 Articles .Note: Allows for 7,500 visitors per month. An additional block of visitors can be purchased separately (see item s-sw-kbp-bw7500b)	\$88.62
s-sw-kbp-5u1000b	KB-PLATINUM 2.6 APPLICATION HOSTING - 5 USER/1000 ARTICLE BLOCK (Monthly Fee) Adds an additional 5 users and 1000 articles to the base account	\$88.62
s-sw-cmkbp-s	CASE MANAGEMENT/KNOWLEDGE BASE APPLICATION HOSTING SETUP - Setup of Case Management and KB-Platinum hosting. Does not include web design integration.	\$1,325.47
p-sw-cmkbp-base	CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 APPLICATION HOSTING (Monthly Fee) - Initial 2 Administrators/ Authors/Case Managers, 1,000 Articles & Cases, 1 Language	\$177.28
p-sw-cmkbp-5u1000b	CASE MANAGEMENT/KNOWLEDGE BASE SOFTWARE SUITE 2.6 APPLICATION HOSTING - 5 USER/1000 ARTICLE & CASE BLOCK (Monthly Fee) - Adds an additional 5 Administrators/Authors/Case Managers and 1,000 Articles & Cases to the base account	\$177.28
s-sw-cmkb-bw7500b	CASE MANAGEMENT/KNOWLEDGE BASE APPLICATION HOSTING (Monthly Bandwidth Fee) Additional block of 7,500 visitors per month.	\$265.94
@Hands Software and Maintenance		
AH50SRVMS1	@Hand Mobile Server 5.0 – Band 1 (1-2 servers) (Priced Per Server)	\$21,236.84
AH50SRVMS1-MT	First Year Maintenance for @Hand Mobile Server 5.0 – Band 1 (1-2 servers) (Priced Per Server)	\$3,822.63

Mythics's Product #	Product	GSA Price
AH50SRVMS2	@Hand Mobile Server 5.0 – Band 2 (3-4 servers) (Priced Per Server)	\$19,857.83
AH50SRVMS2-MT	First Year Maintenance for @Hand Mobile Server 5.0 – Band 2 (3-4 servers) (Priced Per Server)	\$3,574.41
AH50SRVMS3	@Hand Mobile Server 5.0 – Band 3 (5-12 servers) (Priced Per Server)	\$17,651.40
AH50SRVMS3-MT	First Year Maintenance for @Hand Mobile Server 5.0 – Band 3 (5-12 servers) (Priced Per Server)	\$3,177.25
AH50SRVMS4	@Hand Mobile Server 5.0 – Band 4 (13-19 servers) (Priced Per Server)	\$16,548.19
AH50SRVMS4-MT	First Year Maintenance for @Hand Mobile Server 5.0 – Band 4 (13-19 servers) (Priced Per Server)	\$2,978.67
AH50SRVMS5	@Hand Mobile Server 5.0 – Band 5 (20+ servers) (Priced Per Server)	\$15,444.98
AH50SRVMS5-MT	First Year Maintenance for @Hand Mobile Server 5.0 – Band 5 (20+ servers) (Priced Per Server)	\$2,780.10
AH50WRKST1	Workflow @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$297.32
AH50WRKST1-MT	First Year Maintenance for Workflow @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$53.52
AH50WRKST2	Workflow @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$278.01
AH50WRKST2-MT	First Year Maintenance for Workflow @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$50.04
AH50WRKST3	Workflow @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$247.12
AH50WRKST3-MT	First Year Maintenance for Workflow @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$44.48
AH50WRKST4	Workflow @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$231.67
AH50WRKST4-MT	First Year Maintenance for Workflow @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$41.70
AH50WRKST5	Workflow @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$216.23
AH50WRKST5-MT	First Year Maintenance for Workflow @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$38.92
AH50WRKST6	Workflow @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)	\$200.78
AH50WRKST6-MT	First Year Maintenance for Workflow @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)	\$36.14
AH50FINST1	Financials @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$1,061.84
AH50FINST1-MT	First Year Maintenance for Financials @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$191.13
AH50FINST2	Financials @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$992.89
AH50FINST2-MT	First Year Maintenance for Financials @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$178.72
AH50FINST3	Financials @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$882.57
AH50FINST3-MT	First Year Maintenance for Financials @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$158.86
AH50FINST4	Financials @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$827.41
AH50FINST4-MT	First Year Maintenance for Financials @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$148.93
AH50FINST5	Financials @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$772.25
AH50FINST5-MT	First Year Maintenance for Financials @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$139.00
AH50FINST6	Financials @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)	\$717.09
AH50FINST6-MT	First Year Maintenance for Financials @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)	\$129.08
AH50ASTST1	Assets @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$1,061.84
AH50ASTST1-MT	First Year Maintenance for Assets @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$191.13
AH50ASTST2	Assets @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$992.89
AH50ASTST2-MT	First Year Maintenance for Assets @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$178.72
AH50ASTST3	Assets @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$882.57
AH50ASTST3-MT	First Year Maintenance for Assets @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$158.86
AH50ASTST4	Assets @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$827.41
AH50ASTST4-MT	First Year Maintenance for Assets @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$148.93
AH50ASTST5	Assets @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$772.25
AH50ASTST5-MT	First Year Maintenance for Assets @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$139.00
AH50ASTST6	Assets @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)	\$717.09
AH50ASTST6-MT	First Year Maintenance for Assets @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)	\$129.08
AH50INVST1	Inventory @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$1,061.84
AH50INVST1-MT	First Year Maintenance for Inventory @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$191.13
AH50INVST2	Inventory @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$992.89
AH50INVST2-MT	First Year Maintenance for Inventory @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$178.72
AH50INVST3	Inventory @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$882.57

Myhics's Product #	Product	GSA Price
AH50INVST3-MT	First Year Maintenance for Inventory @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$158.86
AH50INVST4	Inventory @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$827.41
AH50INVST4-MT	First Year Maintenance for Inventory @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$148.93
AH50INVST5	Inventory @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$772.25
AH50INVST5-MT	First Year Maintenance for Inventory @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$139.00
AH50INVST6	Inventory @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)	\$717.09
AH50INVST6-MT	First Year Maintenance for Inventory @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)	\$129.08
AH50MROST1	MRO @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$1,061.84
AH50MROST1-MT	First Year Maintenance for MRO @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$191.13
AH50MROST2	MRO @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$992.89
AH50MROST2-MT	First Year Maintenance for MRO @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$178.72
AH50MROST3	MRO @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$882.57
AH50MROST3-MT	First Year Maintenance for MRO @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$158.86
AH50MROST4	MRO @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$827.41
AH50MROST4-MT	First Year Maintenance for MRO @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$148.93
AH50MROST5	MRO @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$772.25
AH50MROST5-MT	First Year Maintenance for MRO @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$139.00
AH50MROST6	MRO @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)	\$717.09
AH50MROST6-MT	First Year Maintenance for MRO @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)	\$129.08
AH50INSST1	Inspection @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$1,061.84
AH50INSST1-MT	First Year Maintenance for Inspection @Hand 5.0 Mobile Seat – Band 1 (1-49 seats) (Priced Per Seat)	\$191.13
AH50INSST2	Inspection @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$992.89
AH50INSST2-MT	First Year Maintenance for Inspection @Hand 5.0 Mobile Seat – Band 2 (50-99 seats) (Priced Per Seat)	\$178.72
AH50INSST3	Inspection @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$882.57
AH50INSST3-MT	First Year Maintenance for Inspection @Hand 5.0 Mobile Seat – Band 3 (100-249 seats) (Priced Per Seat)	\$158.86
AH50INSST4	Inspection @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$827.41
AH50INSST4-MT	First Year Maintenance for Inspection @Hand 5.0 Mobile Seat – Band 4 (250-499 seats) (Priced Per Seat)	\$148.93
AH50INSST5	Inspection @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$772.25
AH50INSST5-MT	First Year Maintenance for Inspection @Hand 5.0 Mobile Seat – Band 5 (500-749 seats) (Priced Per Seat)	\$139.00
AH50INSST6	Inspection @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)+D4	\$717.09
AH50INSST6-MT	First Year Maintenance for Inspection @Hand 5.0 Mobile Seat – Band 6 (750+ seats) (Priced Per Seat)	\$129.08

Exhibit II

GLOSSARY

To fully understand your license grant, you need to review the definition for both the licensing metric and term designation, which are listed below.

Oracle E-Business

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

Oracle Database

1. If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.
2. Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition. In addition, a minimum of 25 Named User Plus licenses per Processor must be met. Associated Database is defined as the database(s) which is (are) being managed by the option.
3. Application Adapters are licensed per Adapter. Application Adapters are available for: PeopleSoft, SAP, Siebel & JD Edwards.
4. Mainframe and TP-Monitor Adapters are license per Adapter. Mainframe and TP-Monitor Adapters are available for: CICS, IMS/DB, IMS/TM, VSAM, and Tuxedo.
5. Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses. Additionally, it may be licensed on a single cluster of servers supporting up to a maximum of four processors per cluster (2 2-way nodes, 4 1-way nodes, and 1 1-way and 1 3-way.).
6. 2-Year and 4-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. On Demand for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing On Demand. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. On Demand Discount Schedule applies to On Demand for Collaboration products. On Demand for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://esource.oraclecorp.com> for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
7. 3-Year Term License available at 50% of Perpetual License; 5-Year Term License available at 70% of Perpetual License.
8. If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.
9. Personal Edition provides a maximum of one Named User Plus per database.



10. Oracle Standard Edition One may only be licensed on servers that have a maximum capacity of 2 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.
11. RosettaNet Adapter is licensed per Processor.
12. Internet Application Server Managers must match the number of licenses of the associated Internet Application Server (Excluding TopLink, for which these Manager Packs cannot be licensed). An associated Internet Application Server is defined as the Internet Application Server(s) which is (are) being managed by the option.
13. Standard Edition Options must match the number of licenses of the associated Oracle Internet Application Server Standard Edition.

Rdb Products

1. If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.
2. Rdb Server Options must match the number of licenses of the associated database.
3. TRACE may also be licensed with CODASYL DBMS.
4. Oracle precompilers supported visa SQL *Net for Rdb for use across Oracle & Rdb Servers.
5. CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

Oracle E-Business Suite

1. An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users. If the parent has multiple metrics, the option must be licensed at the same level as its parent for each metric. Example: number of Advanced Pricing users = number of Order Management users AND number of Advanced Pricing Electronic Order Lines = number of Order Management Electronic Order Lines.
 2. Primary Usage: is defined as each User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Users you are licensing for each application. Primary Usage of one of the applications listed above provides the User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.
 3. Order Management is licensed based upon the number of application users AND the number of order lines entered from any source other than those entered by licensed Order Management Users. Order Management User licenses are required for all individuals who are using Order Management. In addition, any order that is entered electronically into Order Management must be licensed using the Electronic Order Line metric. This applies to order lines originating in iStore, Quoting, EDI/XML transactions, legacy applications or any other source. (Order lines entered manually by the licensed Order Management users are covered under the Order Management User license.)
-
-
-

4. For the purpose of licensing this program (except Healthcare Transaction Base and Customer Data Hub), only the processors on which iAS Standard Edition and/or Enterprise Edition and this program are running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Healthcare Transaction Base, only the processors on which iAS Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Customer Data Hub, only the processors on which Oracle Database Enterprise Edition and this program are running in production are counted for the purpose of determining the number of licenses required to license this program.
 5. The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric, i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.
 6. This product requires HQAPP approval.
 7. If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.
 8. Customers must pay for both the module and the subscriber/workstation fee.
 9. Separate Remote Data Capture licenses are required for remote site-based data entry. In-house entry users require Clinical licenses. Remote Data Capture is licensed by Application User when the annual CRF Page volume cannot be estimated, or if it is more cost effective.
 10. If the customer is running Activity Based Management in conjunction with a 3rd party Financials application, and not Oracle Financials, then licenses of Oracle Financials are not required.
 11. The customer is required to maintain Professional User 2003 licenses for at least 10% of the employee population.
 - The official source for the total company employee population is the company's annual report for publicly held companies. For private firms, this information must be verified in writing by a person who is authorized to make such a representation on the firm's behalf.
 - A company may not license the E-Business Suite 2003 at the division level, unless it has wholly owned subsidiaries. Lines of Business, Departments, and Organizations within a company are not eligible for the E-Business Suite 2003 pricing regardless of whether they meet the minimum licensing requirements
 - If a company's employee population grows by 10% or more and the company is no longer meeting the minimum license requirements, the company will need to purchase incremental user licenses to satisfy the 10% requirement
-
-
-

- Once minimums are satisfied, they are not required to be met in subsequent purchases.
 - 12. Customers who licensed Oracle applications under the E-Business Suite pricing model can continue to purchase licenses per pages 5 and 6 of the March 7, 2003 price list. This rule applies also to customers who do not have a price hold.
 - 13. If Managed Assets are \$10 billion or less, the price per \$M in Managed Assets is 2,000. If Managed Assets are greater than \$10 billion, the price per \$M in Managed Assets for the first 10,000 licenses is 2,000, and the price per \$M in Managed Assets for each additional license is 1,000.
 - 14. This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://esource.oraclecorp.com> for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
 - 15. Where Inventory Management is licensed across multiple plants or warehouses, the Inventory Management options (Mobile Supply Chain Applications, Warehouse Management, Transportation) can be licensed individually for each plant/warehouse. Within each plant/warehouse using the Inventory option, the option must be licensed at the same user count as Inventory Management.
 - 16. Where Discrete Manufacturing is licensed across multiple plants, the Discrete Manufacturing options (Mobile Supply Chain Applications, Flow Manufacturing, Manufacturing Scheduling) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Discrete Manufacturing.
 - 17. Where Projects is licensed across many lines of business, the Project Billing option to Project Costing can be licensed individually for each line of business using the Oracle Projects solution. Within each line of business using the Project Billing option, the option must be licensed at the same user count as Project Costing.
 - 18. If the customer is running Transportation in conjunction with a 3rd party Inventory Management application, and not Oracle Inventory management, then licenses of Oracle Inventory Management are not required and the customer must count the number of Oracle Order Management users as a proxy for determining the required number of Inventory/Shipping Users licenses needed for Transportation.
 - 19. 2-Year and 4-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. On Demand for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing On Demand. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. On Demand Discount Schedule applies to On Demand for Collaboration products. On demand for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://esource.oraclecorp.com> for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
-
-
-

Oracle Education Subscription

1. At the minimum, the customer must license a number of Named Users and Months that are equal to 5,000 USA (Dollar).

Definitions:

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

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a Processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. For the purposes of counting the number of processors which require licensing a multicore chip with “n” processor cores shall be counted as “n” processors.

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

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

Application User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, TeleSales User, Enterprise Asset Management (EAM) User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM Users licensed and

you are granted unlimited access to initiate work requests, view work request status and view scheduled completion date for your entire employee population.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the following application programs for which you have also acquired non-read only application user licenses: Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Discrete Manufacturing and Process Manufacturing.

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.

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

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

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

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

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

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

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

Employee: is defined as an active employee of yours (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications.

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

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

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

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

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

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

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

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

the programs but any orders entered electronically from other sources must be licensed separately.

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

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. 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.

Purchase Line: is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same P.O.. For each application, you may not exceed the licensed number of Purchase Lines during any 12-month period unless you acquire additional Purchase Line licenses from us. You may acquire a different number of Purchase Line licenses for each program (Number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence.)

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. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from us.

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

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

System: is defined as each distinct production database. Test, development, failover and standby databases are not required to be licensed as systems; however, users may run the Program on these databases.

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

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

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

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

General Licensing Rules - Term Designation

Only perpetual licenses are offered on this state term schedule.

Oracle Support Services

Oracle Support Services (OSS) offers the following programs: Software Updates to provide customers with the right to Oracle product upgrades, Oracle Product Support for 24x7 support of all Oracle products.

Software Updates (formerly known as Update Subscription)

Software Updates is a service that provides customers with rights to new Oracle releases including product upgrades, maintenance releases and patches. This service may be purchased as a stand-alone annual subscription. Prices shown on this price list are annual fees and apply to both perpetual and term licenses.

Product Support

Product Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. Software Updates is a prerequisite. Prices shown on this price list are annual fees and apply to both perpetual and term licenses.

SOFTWARE MAINTENANCE:

a. Oracle Corporation will provide services under the classification of maintenance (Technical Support).

(1) Updates Subscription Service provides customers with rights to new Oracle releases including product upgrades, maintenance releases and patches.

Oracle Updates Subscription

Service consists of:

- * Program Updates**
- * Patches**
- * General maintenance releases**
- * Selected functionality releases**
- * Documentation updates**
- * Limited access to bug fix information and patches on**

OracleMetalink

*** Transfer rights (as specified in Oracle’s Transfer Policies at the time of such transfer)**

(2) Product Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink.

Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. Product

Support consists of:

- * Telephone assistance with TARs 24 hours per day / 7 days a week**

- * Global toll free telephone access (Local Country Support Model only)
- * Access to OracleMetaLink - web-based Customer support system
- * Ability to log TARs through OracleMetalink
- * Quarterly support newsletter
- * Non-technical Customer service during normal business hours (e.g., assistance with support identifiers, assistance with logging into OracleMetaLink)
- * One primary and one backup employee designated by the Government (“Technical Contacts”) per License Set, to serve as liaisons with Oracle Support Services (OSS). With each \$60,000 in net support fees per License Set, the Government has the option to designate an additional two (2) primary and four (4) backup Technical Contacts, not to exceed twelve (12) primary and twenty-four (24) backup Technical Contacts. The Government may elect to add Technical Contacts for an additional fee of \$8,750 per contact. The Government’s designated Technical Contacts are the sole liaison between the Government and OSS for technical support of Programs, and shall be based at the Government’s designated location. To avoid interruptions in support services, the Government must notify OSS whenever its Technical Contact responsibilities are transferred to another individual. In order to acquire Product Support for a License Set, the Updates Subscription Service for that License Set must be acquired as a prerequisite.

b. When acquiring the above Technical Support services, all Programs supported in a given License Set within an operating unit (i.e., an independently functioning business unit, division or subsidiary) must be supported under the same support level (i.e., Update Subscription Service with Product Support or Update Subscription Service only). The Government may choose to leave certain Programs within a License Set unsupported.

c. With the acquisition of Product Support, the Government may designate one primary and one backup employee (“Technical Contacts”) per License Set to serve as liaisons with Oracle Worldwide Customer Support. The designated Technical Contact is the sole liaison between the Government and Oracle for all product support and shall be based on the Government site. The Government may elect to add Technical Contacts for an additional fee of \$8,750 per contact.

d. One set of Updates is provided per supported License Set. For any Updates to the Programs, Oracle shall ship to the specified Customer location one Update copy for each operating system for which Customer's Program licenses were ordered. Customer shall be responsible for copying and installing the Updates. The Government will not receive Program Updates, maintenance releases, patches, telephone assistance, or any other Oracle Technical Support services for unsupported licenses. Unsupported licenses are not transferable (i.e., no credits will be received by the Government when transferring unsupported licenses).

e. Oracle Updates Subscription Service should be purchased at the time of acquisition of a Program license, and is renewable from year to year. This technical support option may be purchased annually for the fees set forth in this price list on pages 25 - 29. If Oracle Updates Subscription Service is not acquired at the time of purchase, lapses, or is terminated, the fee to reinstate support for unsupported licenses is equal to 100% of the fee due for Update Subscription Service for the license from the date the license was first unsupported to the present.

f. Product Support should be purchased at the time of acquisition of a Program license, and is renewable from year to year. In the event that Product Support is not acquired with the Program licenses, and provided that the Customer continuously maintains Updates Subscription Service or reinstates Updates Subscription Service as described in paragraph e above, Product Support may subsequently be acquired for a list price equal to 7% of the perpetual license list price for the Program licenses set forth in this price list on pages 25 - 29. The discount shall apply to the incremental support list price only.

g. In the event that Product Support lapses or is terminated, and provided that the Customer continuously maintains Updates Subscription Service or reinstates Updates Subscription Service as described in paragraph e above, Product Support may be reinstated after six months from the termination or lapse date.

The fee to reinstate Product Support is equal to 7% of the perpetual license list price for the Program licenses set forth in this price list on pages 25 - 29 for the Program licenses from the date the licenses were first unsupported to the present.

5. UTILIZATION LIMITATIONS:

Software acquisition is limited to commercial computer software defined to be:

a. Commercial Computer Software - Computer software which is used regularly for other than Government purposes and is sold, licensed or leased in significant quantities to the general public at established catalog prices. All Oracle Programs and related documentation provided hereunder are provided to the Government with Restricted Rights as defined at FAR 52.227-14, including Alternate III (Jun 1987).

When acquired by the Government, commercial computer software and related documentation shall be subject to the following:

(1) Title to and ownership of the software, documentation and training materials shall remain with Oracle Corporation.

(2) This software may be used by any agency (cabinet level or independent agency), division, branch, etc., thereof, that has access to the computer(s) the software is placed on, even if a subdivision did not participate in the acquisition of the software. This paragraph does not apply to time-sharing options.

(3) The Government shall not provide or otherwise make available the software, documentation training materials or any portion thereof, or benchmark results, in any form, to any third party without the prior written approval of Oracle Corporation. Third parties do not include prime contractors, subcontractors, and agents of the Government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein which the Government may already have or obtains without restrictions.

(4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) If Mythics, within sixty (60) days after a written request, fails to substantiate by clear and convincing evidence that computer software and documentation marked with the Restricted Rights Legend are commercial items and were developed at private expense, or if Oracle fails to refute evidence which is asserted by the Government as a basis that the software is in the public domain, the Government may cancel or ignore any restrictive markings on such computer software and documentation and may use them with unlimited rights. Such written requests shall be addressed to Oracle as identified in the Restricted Rights Legend. No legend shall be marked on, nor shall any limitation or restriction on rights of use be asserted as to any data or computer software which Mythics has previously delivered to the Government without restriction. The limited or restricted rights provided for by this paragraph shall not impair the right of the Government to use similar or identical data or computer software acquired from other sources.

“Commercial Computer Software” may be marked with Oracle’s standard commercial restricted rights legend but the schedule contract and schedule price list including this clause, “Utilization Limitations,” are the only governing terms and conditions and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

(6) The Government shall treat computer software bearing a copyright notice as an unpublished copyrighted work.

b. The Government agrees not to cause or permit the reverse engineering, disassembly, or decompilation of the computer software. However, the Government has the right to modify the software.

**6. ORACLE’S LICENSE TRANSFER POLICY:
(Only Applicable To Fully Supported Program Licenses)**

a. Transfer to a New Platform or Operating System. A “License Transfer” occurs when a customer discontinues its use of a set of licensed Programs on a specified CPU or Designated System and transfers the use of that Program to a new system. In the event the Government desires to add a new platform or operating system requiring shipment of new binary software, the Government may acquire the additional set(s) of CD Packs for the Programs for the specific platform or operating system, provided the

Government has continuously maintained Technical support for the relevant License Set. In order to purchase CD packs, a Customer must be current on Updates Subscription Service or OracleSILVER. In certain cases, Oracle may designate supported migration paths for which new binary code will be provided to supported customers at no additional charge.

b. Technical Support for Transferred Licenses. Technical Support fees will be based on the newly licensed configuration.

13. Oracle On-Demand Ordering Document Requirements:

Bill To Name:	Partner Contract Administrator:
Bill To Location:	Phone:
(Legal Name and	Fax:
Location of Partner)	Email Address:
End User Name:	End User Technical Contact:
End User Location:	Phone:
(Legal Name and	Fax:
Location of End User)	Email Address:

ORACLE CONTRACT INFORMATION

Partner Agreement: _____ **Effective Date:** _____

This ordering document incorporates by reference the terms of the partner agreement specified above ("agreement"). For purposes of this ordering document, "you" refers to the Partner.

End User License Agreement: _____ **Date or version:** _____
(If the OLSA Online was used, include the end user registration key.)

[NOTE: THE END USER LICENSE AGREEMENT SHOULD BE THE LICENSE AGREEMENT UNDER WHICH THE ORACLE PROGRAM LICENSES ARE LICENSED TO THE END USER, EVEN IF THAT OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS ORDERING DOCUMENT.]

A. PROGRAMS AND SERVICES

You have ordered the program licenses and services described below in order to distribute to the end user in *[insert applicable country/region]*, unless otherwise

*Exchange Marketplace			N/A	
<i>Computer and Administration Services Disaster Recovery Option</i>			N/A	
			N/A	
			N/A	
*These applications are based on their corresponding license metric as priced on the On Demand Price List			N/A	

User Type Definitions: You agree to obtain the end user’s written agreement with the following User Type Definitions.

- a. On Demand Professional Application User is defined as an individual authorized by the end user to access an application program specified on the attached Table A or B through Oracle on demand services, regardless of whether or not the individual is actively using Oracle on demand services at any given time.
- b. On Demand Self Service Application User is defined as an individual authorized by the end user to access an application program specified on the attached Table B through Oracle on demand services, regardless of whether or not the individual is actively using Oracle on demand services at any given time.
- c. On Demand External Application User is defined as an individual, who is not the end user’s employee, agent or outsourcer, authorized by the end user to access an application program specified on the attached Table A or B, regardless of whether or not the individual is actively using Oracle on demand services at any given time.
- d. On Demand Technology Processor is defined as all processors upon which a program specified on Table C is installed and/or running through Oracle on demand services.
- e. On Demand Application Server Processor is defined as all processors upon which a program specified on Table D is installed and/or running through Oracle on demand services.
- f. On Demand Collaboration Suite User is defined as an individual authorized by the end user to access a collaboration suite program specified on the attached Table E through Oracle on demand services. .

NOTE: DELETE THE FOLLOWING TABLE IF PARTNER IS NOT ACQUIRING LICENSES UNDER THIS ORDERING DOCUMENT.

CD Pack Description	Quantity		Net Fee

NOTE: DELETE THE FOLLOWING TABLE IF PARTNER IS ORDERING ADMINISTRATION SERVICES SEPARATE FROM COMPUTER AND ADMINISTRATION SERVICES, DELETE THE PLATFORMS THAT DO NOT NEED TO BE SHIPPED TO END USER.

CD Pack Description	Part Number	Quantity
Oracle® E-Business Suite Certified Configuration Release 11.5.9 CD Pack for Linux x86	B11893-01	1
Oracle® E-Business Suite Certified Configuration Release 11.5.9 CD Pack v1 for Solaris Operating Environment (SPARC)	B11866-01	1
Oracle E-Business Suite Certified Configuration Release 11.5.9 CD Pack for HP-UX PA-RISC	B11922-01	1
Oracle E-Business Suite Certified Configuration Release 11.5.9 CD Pack v1 for AIX Based Systems	B12502-01	1
Oracle Collaboration Suite Certified Configuration Release 2 (9.0.4.1.0) CD Pack v1 for Solaris Operating System (SPARC 64-bit)	B13027-01	1
Oracle® Collaboration Suite Certified Configuration Release 2 (9.0.4.1.0) CD Pack v1 for Linux x86	B12818-01	1
Oracle9i Database Certified Configuration Release 2 (9.2.0.3.0) CD Pack v1 for Solaris Operating Environment (SPARC 64-bit)	B13081-01	1
Oracle9i Database Certified Configuration Release 2 (9.2.0.3.0) CD Pack v1 for Linux x86	B12860-01	1
Oracle9i Application Server Certified Configuration, Release 2 (9.0.2.0.1) CD Pack v1 for Linux Intel	B11994-01	1
Oracle9i Application Server Certified Configuration, Release 2 (9.0.2.0.1) CD Pack v1 for Solaris64	B12586-01	1

NOTE: DELETE THE FOLLOWING IF PARTNER IS ORDERING PROGRAM LICENSES AND SERVICES:

The services are being acquired for the Oracle programs specified below. As set forth herein, the end user must have separately acquired licenses for the programs prior to

the effective date of this ordering document and is not acquiring licenses for the programs specified below under this ordering document.

Programs	CSI#

NOTE: DELETE ANY PRODUCTS AND SERVICES NOT BEING ORDERED BY THE PARTNER

	List Fee	Discount %	Net Fee
License Fees			
Product Support Fees			
Software Updates			
Computer and Administration Services Fees	N/A	N/A	
Administration Services Fees	N/A	N/A	
Annual Incremental Fees <i>(if applicable \$72,000 is the minimum for C&A and \$48,000 is the minimum for Administration Services)</i>			
Computer and Administration Services Disaster Recovery Option Fees			
Total Fees			

B. GENERAL TERMS

1. Programs and Technical Support. "Programs" are those Oracle software programs specifically identified in section A of this ordering document, and any updates to such software programs that are acquired through software updates and product support ("technical support").

If you are distributing computer and administration services, you shall obtain the end user's acknowledgement that such services do not include programs for use with computer and administration services and that either (i) such programs

have already been delivered for the computer and administration services and that the end user has separately acquired and will continue to maintain technical support for such programs or (ii) such programs and technical support are being separately ordered under this ordering document pursuant to the terms of the agreement.

If you are distributing programs for use with computer and administration services under this ordering document, such programs are specified in section A of this ordering document. If you are distributing technical support for such programs, you shall obtain the end user's acknowledgement that such technical support shall be provided for a period of _____ months only, that such technical support is provided under the relevant terms of the agreement, and that fees for such technical support are due and payable annually in advance. If you are distributing first year technical support to the end user, you are required to inform the end user of the amount of annual technical support fees for the second year of technical support. The amount that you have communicated to the end user for technical support fees for the second year of technical support is \$_____ in list technical support fees, less a discount of ___%, for a total of \$_____.

If you are distributing administration services, you shall obtain the end user's acknowledgement that administration services only include certain certified configuration programs on CD pack(s). This paragraph includes the terms for the CD pack(s) that may be shipped to you or the end user. Section A of this ordering document specifies the CD pack(s), on the particular computer operating system requested by you, that have been shipped or currently are being shipped to you or the end user. Where shipment is required, Oracle shall deliver to the address specified by you on your purchasing document, or when the purchasing document does not indicate a ship to address, Oracle shall deliver to the end user's location the CD pack(s) listed in section A of this ordering document that include 1 copy of the software media and 1 set of program documentation, in the form generally available, for each CD pack(s) program licensed that is currently available in production release as of the effective date below. You or the end user shall be responsible for preparing the end user's system, in accordance with the appropriate documentation provided by Oracle, for Oracle's installation of the certified configuration programs.

If you or the end user lose or damage the media containing a program licensed hereunder, upon your written notice, then Oracle will provide a replacement copy thereof, under Oracle's then-current technical support policies, at Oracle's standard software media fee. The following shipping terms shall apply: FCA Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by you for distribution to the end user.

You agree that you have not relied on the future availability of any programs or releases in entering into the payment obligations in this ordering document and you shall obtain the end user's agreement that the end user has not relied on the

future availability of any programs or releases in ordering the program license and services under this ordering document.

C. SERVICES TERMS

1. General. All policies referenced in this ordering document are hereinafter collectively referred to as policies. Notwithstanding any provision or interpretation of the agreement to the contrary, the term “services” or “on demand services”, as used in and for purposes of this ordering document, means only computer and administration services, administration services and/or computer and administration services disaster recovery option services, as ordered under this ordering document, and does not include technical support, education services, consulting services or any other types of services that may be ordered under the agreement. Oracle reserves the right to provide some or all of the services from locations, and/or through use of subcontractors, worldwide. You shall obtain the end user’s agreement to defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from the end user’s termination or modification of the employment of any of the end user’s employees. Oracle may compile statistical and performance information related to the provision of services, and may make such information publicly available. Such information does not incorporate the end user’s personally identifiable information or data and/or identify the end user’s confidential information. Oracle retains all intellectual property rights in such information.

2. Network Access. Network access will be accomplished using an Oracle defined standard virtual private network (VPN) connection. Oracle will supply a single pre-configured VPN device. You or the end user will install the VPN device on the end user’s dedicated or shared Internet circuit, in compliance with Oracle’s standard configuration, to create a network connection between Oracle and a single one of the end user’s locations.

You shall obtain the end user’s agreement that Oracle may access the end user’s environment during the services term using an Oracle defined VPN connection, and that Oracle may use tools, scripts, software, and utilities (collectively, the “tools”) across the VPN connection to review the end user’s Oracle software environment configuration (e.g., to perform environment clones, password changes, monitoring and file system maintenance), and to help resolve the end user’s Oracle service requests. The tools will not collect, report or store any personally identifiable information residing in the end user’s production environment, except as Oracle deems necessary for the purpose of troubleshooting and addressing deficiencies in the programs or computer and administration services.

The VPN device(s) and the tools are Oracle property. You shall obtain the end user's agreement that access to the tools will be used solely in support of the end user's authorized use of the services. The end user's right to use the tools will terminate upon termination of the services. The tools may not be used to offer or provide services for or to third parties and may only be shared with or accessed by third parties authorized by the end user. You shall obtain the end user's agreement to safeguard the VPN device(s) against damage and unauthorized access or use. Following termination, the end user may not restore the tools from any tape backup. Oracle is not responsible for network connections or for conditions or problems arising from or related to network connections (e.g., bandwidth issues, excessive latency, network outages), or caused by an Internet Service Provider.

As further described in the policies, Oracle will provide a variety of industry standard network and systems architecture specifications that will, as appropriate, facilitate Oracle's remote access to the end user's systems or facilitate the end user's access to its systems installed on Oracle hardware. The end user is solely responsible for results of the end user's access to and use of networks, systems or environments using specifications that are not provided by Oracle (collectively, "third party environments") and/or using insecure transport protocols. In addition, the end user is solely responsible for any third parties' use of and access to networks, systems and all environments, including compliance by such third parties with the terms of the agreement, this ordering document and the policies. The end user is solely responsible for configuration, management and maintenance of third party environments and you shall obtain the end user's agreement that Oracle is not responsible for any failure, malfunction or outage of such environments or for the consequences of the networking or design or configuration of such environments. Oracle reserves the right to disable or disconnect third party environments as necessary if such environments malfunction or otherwise affect network access within or to Oracle's data center(s) or other customer's outsourcing environments. You agree to pay in connection with your distribution of programs and services to the end user any costs and expenses, incurred by us, and related to the end user's private network connectivity or any other telecommunication materials or services. The end user is responsible for all costs and expenses related to remotely accessing and using the programs, including but not limited to acquiring and maintaining the applicable software, equipment, and telecommunications services.

NOTE: THE FOLLOWING SECTIONS 3.A, 3.B AND 3.C DESCRIBING THE TYPES OF SERVICES THAT MAY BE ORDERED UNDER THIS ORDERING DOCUMENT SHOULD BE ADDED OR DELETED AS APPLICABLE.

3. Services.

A. Computer and Administration Services.

Computer and administration services provide the end user with the ability to remotely access and use specified, licensed Oracle programs. There are different types of users of computer and administration services. The definition and quantity of each type of user for which the end user is licensed are specified in section A of this ordering document. Computer and administration services are subject to the terms and conditions of the agreement and this ordering document, and are provided under Oracle's computer and administration services policies. The computer and administration services policies are divided into 2 sets of policies, one for E-Business Suite and Collaboration Suite programs, and one for Oracle Technology programs. The computer and administration services policies are subject to change at Oracle's discretion, however, Oracle will not materially reduce the level of computer and administration services provided during the period for which you have paid fees for computer and administration services in connection with your distribution of services to the end user. You and the end user may access the current version of the computer and administration services policies for E-Business Suite and Collaboration Suite programs at <http://oracle.com/policies/companadminpolicy.html> and the computer and administration services policies for Oracle Technology programs at <http://oracle.com/policies/techcompanadminpolicy.html>. You agree to obtain the end user's written agreement with the computer and administration services policies.

B. Administration Services.

Administration services are maintenance and system administration functions provided to the end user by Oracle for specified, licensed Oracle programs. There are different types of users of administration services. The definition and quantity of each type of user for which the end user is licensed are specified in section A of this ordering document. Oracle will provide such administration services by remotely accessing such programs. Administration services are subject to the terms and conditions of the agreement and this ordering document, and are provided under Oracle's administration services policies. The administration services policies are divided into 2 sets of policies, one for E-Business Suite and Collaboration Suite programs, and one for Oracle Technology programs. The administration services policies are subject to change at Oracle's discretion, however, Oracle will not materially reduce the level of administration services provided during the period for which you have paid fees for administration services in connection with your distribution of services to the end user. You and the end user may access the current versions of the administration services policies for E-Business Suite and Collaboration programs at <http://oracle.com/policies/adminpolicy.html> and the administration services policies for Oracle Technology programs at http://oracle.com/policies/index.html?tech_adminpolicy.html. You agree to obtain the end user's written agreement with the administration services policies.

C. Computer and Administration Services Disaster Recovery Option.

The computer and administration disaster recovery option consists of system administration, system management, and system monitoring activities that Oracle provides for specified, licensed Oracle programs. The computer and administration services disaster recovery option is subject to the terms and conditions of the agreement and this ordering document, and is provided under Oracle's computer and administration services disaster recovery option services policies. The computer and administration services disaster recovery option services policies are subject to change at Oracle's discretion, however, Oracle will not materially reduce the level of computer and administration services disaster recovery option services provided during the period for which you have paid fees for computer and administration services disaster recovery options services in connection with your distribution of services to the end user. You and the end user may access the current versions of these policies at <http://oracle.com/policies/drpolicy.html>. The end user must acquire and continuously maintain computer and administration services in order to acquire and retain the computer and administration services disaster recovery option. You agree to obtain the end user's written agreement with the computer and administration services disaster recovery options services.

NOTE: THE FOLLOWING SECTIONS 4.A, 4.B, 4.C, 4.D, 4.E and 4.F DESCRIBE THE USER TYPES OF THE SERVICES THAT MAY BE ORDERED UNDER THIS ORDERING DOCUMENT. DELETE WHICHEVER USER TYPE IS NOT ORDERED FOR ON DEMAND SERVICES.

4. Verification.

At Oracle's written request, not more frequently than annually, the end users shall furnish Oracle with a signed certification verifying that the services are being used in accordance with the provisions of the agreement and this ordering document.

Upon 45 days written notice, Oracle may audit the end user's use of the services. You shall obtain the end user's agreement to cooperate with Oracle's audit and provide reasonable assistance and access to information. You shall obtain the end user's agreement to pay, within 30 days of written notification, any fees applicable to the end user's use of the services in excess of the end user's service rights. If the end user does not pay, Oracle can end the end user's services, the agreement and/or this ordering document. You shall obtain the end user's agreement that Oracle shall not be responsible for any costs incurred in cooperating with the audit.

5. Additional On Demand Services.

For a period of one year from the effective date of this ordering document ("discount period"), if you distribute additional on demand services to of the end user, you will be entitled to a progressive discount off of the per month list fee for such additional services, for the initial term of the such additional services, based on the following calculation:

- A. Monthly List Price of On Demand Services Under this Ordering Document PLUS
- B. Monthly List Price of Additional On Demand Services Ordered During the Discount Period
- C. EQUALS the Total Monthly On Demand Service Volume.
- D. Then, based on the table below, a progressive DISCOUNT corresponding to each subsequent band of a portion of the Total Monthly On Demand Service Volume is applied to determine the adjusted monthly fee for additional on demand services.

Your order for additional on demand services to distribute to the end user must reference this ordering document. In no event will you or the end user receive a refund of any fees previously paid for services.

Discount Band	Total Monthly On Demand Service Volume (US Dollars)	Discount
A	Up to \$6,000	0%
B	\$6,001 to \$10,000	20%
C	\$10,001 to \$15,000	30%
D	\$15,001 to \$20,000	40%
E	\$20,001 to \$30,000	50%
F	\$30,001 to \$50,000	60%
G	\$50,001 to \$100,000	70%
H	\$100,001 to \$250,000	75%
I	\$250,001 to \$500,000	80%
J	\$500,001 or over	85%

Example: You have distributed on demand services to the end user under this ordering document at a list price of \$10,000 per month, resulting in net fees to Oracle of \$9,200 per month. Six months from now, you distribute additional on demand services to the end user under a subsequent Oracle on demand ordering document referencing this ordering document, at a list price of \$20,000 per month. Your Total Monthly On Demand Service Volume distributed to the end user is \$30,000. Based on the table below, you will receive a discount on the \$30,000 Monthly On Demand Service Volume by progressively following the discount bands in the table below and adding the subtotals to result in an adjusted monthly fee for additional on demand services.

Per Discount Band A, the first \$6,000 (of the \$30,000) is not discounted, resulting in a net subtotal of \$6,000 and leaving a remaining total of \$24,000.

Per Discount Band B, the next \$4,000 (of the remaining \$24,000) is discounted at 20% resulting in a net subtotal of \$3,200 and leaving a remaining total of \$20,000. Per Discount Band C, the next \$5,000 (of the remaining \$20,000) is discounted at 30%, resulting in a net subtotal of \$3,500 and leaving a remaining total of \$15,000. Per Discount Band D, the next \$5,000 (of the remaining \$15,000) is discounted at 40%, resulting in a net subtotal of \$3,000 and leaving a remaining total of \$10,000. Per Discount Band E, the final \$10,000 is discounted at 55%, resulting in a net subtotal of \$4,500.

The addition of the net subtotals (i.e., \$6,000, \$3,200, \$3,500, \$3,000, and \$4,500) results in an adjusted fee for total on demand services (i.e., both services previously acquired and additional services) of \$21,900 per month.

In the example, you would pay Oracle a monthly fee of \$11,000 [(i.e., \$20,200 - \$9,200 (net fee for previously acquired on demand services))] for additional on demand services distributed to the end user, for the initial term of the additional on demand services.

6. Term and Termination.

The initial term of the end user's services shall commence on the effective date of this ordering document and, subject to payment of fees for services, shall continue for a period of one year unless earlier terminated in accordance with this ordering document or the agreement. The initial one-year term and any renewal years are collectively defined as the "services term".

Notwithstanding any provision or interpretation of the agreement to the contrary, you may terminate administration services and computer and administration services distributed by you to the end user, in accordance with the policies, upon 30 days prior written notice to Oracle. Your written notice to terminate such services must include the end user's written request to terminate such services. The termination shall be effective on the later of the requested termination date or the thirtieth day after the notice has been received by Oracle (the "termination date").

Upon termination of all of the services, Oracle shall refund to you the unused portion of such services fees paid by you for the period for which services are terminated.

Upon termination of services, you may request in writing in connection with the services distributed to the end user and Oracle will provide to the end user's location 1 copy of software media for any programs for which you request additional shipment for distribution to the end user at Oracle's standard software media fee. If you are acquiring computer and administration services to distribute to the end user, at the end of the services term, or within a reasonable period of time

after receipt of your written request, and pursuant to the computer and administration services policies, Oracle will promptly deliver the end user's data to the end user.

If services are terminated, the end user may continue to use the programs subject to the terms of the agreement and applicable ordering document under which such program licenses were acquired.

7. Fees.

You agree to pay Oracle, annually in advance, the fees specified above which include, if specified, an annual incremental fee to insure that the services fees meet Oracle's minimum annual fee for services. You agree to pay any sales, value-added or other similar taxes that must be paid based on the services distributed by to the end user. All fees due under this ordering document shall be due and payable net 30 days from date of invoice. All fees due under this ordering document are non-cancelable and the sums paid nonrefundable, except as otherwise specified in the agreement and this ordering document.

Administration services and computer and administration services acquired under this ordering document may be renewed annually, subject to Oracle's acceptance and the end user's payment of fees for services. For the second renewal year, the annual fee for such services will not increase by more than [insert local support cap rate, check

HTTP://ESOURCE.ORACLECORP.COMSUPPORT>SUPPORT RENEWALS> PRICING PRACTICES>SUPPORT CAP RATE}%] % of the highest monthly fees of the preceding year, multiplied by 12. You are required to inform the end user of the amount of annual services fees for the second year of services. The amounts that you have communicated to the end user for the services in the second year are as follows: \$ _____ in list services fees, less a discount of _____%, for a total of \$ _____. Oracle will contract directly with the end user for the second year of services.

8. Warranty and Disclaimers.

Notwithstanding any interpretation or provision of the agreement or this ordering document to the contrary, the sole and exclusive warranty for services is that Oracle warrants that such services will be provided in accordance with the policies. **TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU SHALL MAKE NO REPRESENTATIONS OR WARRANTIES TO THE END USER ON ORACLE'S BEHALF.**

NOTWITHSTANDING ANY INTERPRETATION OR PROVISION OF THE AGREEMENT OR THIS ORDERING DOCUMENT TO THE CONTRARY, ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.

9. Exclusive Remedy.

If the end user has a good faith, reasonable belief that the services distributed by you to the end user for any given month during the services term are not in accordance with the policies, upon your written notice in connection with the services distributed by you to the end user that must be received by Oracle no later than the last business day of that particular month and that must include a general description of the basis for the end user's belief that the services distributed by you to the end user have not been provided in accordance with the policies, you will receive a services fee credit for such month calculated at 20% of net monthly services fees paid to Oracle for services. Your written notice must be submitted to outsourcingcredit_ww@oracle.com. The credit will be in the form of a check or a credit towards any outstanding balance for outsourcing services owed to Oracle and, notwithstanding any interpretation or provision of the agreement or this ordering document to the contrary, **WILL REPRESENT THE END USER'S EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ANY BREACH OF ANY WARRANTY SPECIFIED IN THIS ORDERING DOCUMENT.**

NOTE: OUTSIDE THE US, YOU MAY LOCALIZE THE REFERENCE TO A CHECK IN THE FINAL SENTENCE AS NECESSARY.

10. Segmentation.

You acknowledge and you shall obtain the end user's acknowledgment that Oracle bid the services you are ordering hereunder separately from any program licenses. You understand and you shall obtain the end user's acknowledgment that you have the right to acquire programs without acquiring any services, and that the end user has the right to acquire services and program licenses separately.

11. Data.

As a result of the end user's use of the services, we may access and/or the end user may transmit or enter personal data of, about or from the end user's employees, vendors, partners, suppliers and/or clients ("data"). Oracle will use and protect such data in accordance with the terms of this ordering document and the Privacy Policy for Oracle's Hosting Services ("privacy policy".) The privacy policy is referenced in and as part of Oracle's Privacy Policy for oracle.com accessible at www.oracle.com. You shall inform the end user of how to access the privacy policy. In accordance with the privacy policy, such data may be accessed by authorized Oracle users across Oracle's global offices.

Oracle may process some of the data, but Oracle does not control the data collection or use practices related to the data. Oracle has no liability for any failure to provide any appropriate notice and/or obtain any appropriate consent prior to transferring data to Oracle.

Oracle will employ such technical security and organizational measures as are reasonably necessary and designed to ensure the security of data. Within a reasonable period of time after the date that Oracle provides the end user with a final data export decommission tape, except where forbidden by any applicable law or court or administrative order, Oracle will take appropriate steps (such as deleting or overwriting the end user's data on the Oracle servers) designed to assure that the end user's data may not be accessed on the Oracle servers.

Oracle shall be responsible for the compliance of its affiliates with the terms of this section. This ordering document is not intended to create for you or the end user any right of action against any such affiliates.

12. Restrictions on Use of Services.

You agree and you shall obtain the end user's agreement not to use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement or intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. Oracle reserves the right to remove or disable access to any material that violates the foregoing restrictions. Oracle shall have no liability to you or the end user in the event that Oracle takes such action. You agree and you shall obtain the end user's agreement to defend and indemnify Oracle against any claim arising out of a violation of your or the end user's obligations under this section.

13. Customer Reference.

Oracle may refer to the end user as a customer in sales presentations, marketing vehicles and activities.

14. Force Majeure *{remove if ordering document references either the OLSA v 111003 or later or the OSA v 120103 or later}*

You shall obtain the end user's agreement that neither Oracle nor the end user 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); or other

event outside the reasonable control of the obligated party. You shall obtain the end user's agreement that Oracle and the end user will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either Oracle or the end user may cancel unperformed services upon written notice. This section does not excuse either Oracle's, your, or the end user's obligations to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided and distributed to the end user.

15. Export *{remove if the ordering document references either the OLSA v 111003 or later or the OSA v 121003 or later}*

You shall obtain the end user's agreement that U.S. export control laws and other applicable export and import laws govern the end user's use of the programs, including technical data; additional information can be found on Oracle's Global Trade Compliance web site located at <http://www.oracle.com/products/export/index.html?content.html>. You shall obtain the end user's agreement that neither the programs nor any 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.

16. Order of Precedence.

If there is any inconsistency between the agreement and this ordering document, this ordering document shall take precedence. This ordering document will control over the terms contained in any partner purchase order or non-Oracle ordering document.

By signing below, we each agree that the agreement and this ordering document constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the partner's or the end user's purchaser order or elsewhere, shall apply. This order is placed subject to the terms of the partner agreement. By placing this order, you confirm that you have entered into a completed order that references and incorporates the terms of a valid license agreement with the end user identified on page one of this ordering document and that this order will not be materially changed in any manner that will affect Oracle after your submission of this order to Oracle. This ordering document is valid through _____, 2004 and shall become binding upon execution by you and acceptance by Oracle.

PARTNER

{insert applicable OraSub}

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

DELETE THE TABLES THAT ARE NOT APPLICABLE TO THIS ORDERING DOCUMENT

Table A -EBSO Included Applications

Category	Programs
Intelligence	E-Business Intelligence, Balanced Scorecard, Financials & Sales Analyzers
Marketing and Sales	Marketing, Trade Management, Advanced Pricing, TeleSales, Field Sales, Quoting, Proposals, Incentive Compensation
Order Management	Order Management, Advanced Pricing, Release Management
Logistics	Inventory Management, Mobile Supply Chain Applications, Warehouse Management, Transportation
Procurement	Purchasing, Sourcing, iSupplier Portal
Manufacturing	Discrete Manufacturing, Mobile Supply Chain Applications, Flow Manufacturing, Manufacturing Scheduling, Process Manufacturing
Maintenance Management	Enterprise Asset Management
Service	TeleService, Service Contracts, Field Service, Spares Management, Advanced

	Scheduler, Mobile Field Service, Depot Repair
Projects	Project Costing, Project Billing, Project Resource Management, Project Management, Project Contracts
Product Lifecycle Management	Advanced Product Catalog, CADView-3D
Financial	Financials, Activity Based Management, Advanced Collections, Treasury, Internal Controls Manager
Human Resources	Human Resources, Advanced Benefits, iRecruitment, Payroll, HR Intelligence
Data Librarian	Customer Data Librarian
Interaction Center Technology	Advanced Inbound Telephony, Advanced Outbound Telephony, Scripting, eMail Center
Other	Customer Model

Table B-EBSO Included Applications

Category	Programs
Procurement	iProcurement
Maintenance Management	Self-Service Work Requests
Projects	Project Collaboration
Financial	Internet Expenses, iReceivables
Human Resources	Self-Service Human Resources, Time and Labor, Training Administration, iLearning
Data Librarian	Customers Online
Other	Tutor for Applications, Self-Service Tutor for Applications

Table C-OTO Technology Processor-Included Programs

Category	Programs
Oracle Database	Standard Edition One, Standard Edition, Enterprise Edition
Enterprise Edition Options	Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security
Enterprise Managers	Diagnostics Pack, Tuning Pack, Change Management Pack, Management Pack for SAP R/3
Tools	Internet Developer Suite, Discover Desktop Edition, JDeveloper, Programmer
Other Server Products	Message Broker
Data Warehousing Products	Express Server, Express Analyzer, Express Objects

Table D-OTO Application Server Processor-Included Programs

Category	Programs
Internet Application Server	Java Edition, Standard Edition, Enterprise Edition
Internet Application Server Enterprise Edition Options	Personalization, Wireless Option

Table ECSO Collaboration-Included Programs

Category	Programs
Collaboration	Collaboration Suite
	Files
	Email
	Web Conferencing

Table F-Excluded EBSO Applications

Category	Programs
Supply Chain Planning	Advanced Supply Chain Planning, Constraint Based Optimization, Inventory Optimization, Global Order Promising, Demand Planning, Collaborative Planning
Procurement	Exchange Marketplace
Communications/Utilities	CRL Financials/Management, Network Logistics, Telco Provisioning, Number Portability
Public Sector/University	Student System*, Financial Aid*, Student Recruiting*, Grants
Financial Services	Performance Analyzer, Transfer Pricing, Transfer Pricing Online, Budget and Planning, Risk Manager, Financial Data Manager, Financial Services Provisioning, Lease Management
Health Care	Adverse Event Reporting System, Clinical, Distributed Study Conduct, Remote Data Capture, Thesaurus Management System, Healthcare Transaction Base
High Tech	Shop Floor Management, Supply Chain Trading Conductor for RosettaNet
Aerospace, Defense and Transportation	Complex Maintenance, Repair and Overhaul

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE:

a. Mythics shall provide training normally available to commercial customers, which is necessary to permit Government users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this contact.

b. Mythics shall provide instructor-let training at an Oracle Education Center and/or at the Government's location, as agreed to by Mythics/Oracle and the Government. When classes are conducted at the Government's location, referred to as "on-site", the Government must provide and maintain an appropriate training facility. An appropriate training facility consists of a classroom with a projection capability and screen, a whiteboard or flip chart, a computer workstation for the instructor, at least one computer workstation for every two students (except for "hands-on laboratories") and access to a server with the properly configured Oracle software and installed training exercises. Oracle will provide courseware and documentation.

3. TIME OF DELIVERY:

Oracle shall conduct classroom training at the day/month/time agreed between Mythics/Oracle and the Government.

4. CANCELLATION AND RESCHEDULING:

a. The Government will notify Mythics at least five (5) business days before the scheduled training date, if a student will be unable to attend a class conducted at an Oracle Education Center. Mythics will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the reschedule training class.

c. The Government will notify Mythics at least ten (10) business days before the scheduled training date, if an on-site class can no longer be hosted at a Government location. Mythics will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.

e. The Government reserves the right to substitute one student for another student up to the first day of class.

f. In the event Mythics is unable to conduct classroom training on the date agreed to by Mythics/Oracle and the Government, Mythics/Oracle must notify the Government at least three (3) business days before the scheduled training date.

6. PURCHASE PRICE FOR ORACLE CLASSROOM TRAINING:

The price that the Government will be charged is the Government purchase price in effect at the time of order placement, or the Government price in effect at the time the training course is conducted, whichever is less. The price for a single student day of training (an Education Unit) at an Oracle Education Center is \$349.00 per student. The units required for on-site training conducted at a Government location are the following levels:

<u>Class Size</u>	<u># of Education Units/Course Day</u>
Up to 18 students	10 units
19 - 21 students	11 units
22 - 24 students	12 units

Instructor travel and living expenses are in addition to these fees per course day and shall be in accordance with the Office of Budget and Management Regulations.

In the event that the Government cannot provide the appropriate training facilities for on-site training, a classroom may be reserved at an Oracle Education Center for exclusive use by the Government activity for an additional four (4) training units. This is in addition to the "Number of Education Units per Course Day" charged listed above.

Education Units may be used as a medium of exchange for any of the products and services offered by Oracle Education, including the entire training course offering. Training Units are purchased in advance and remain valid for one (1) year from the date of purchase.

Volume purchase of Training Units on a single order are eligible for the following prices:

<u>Number of Units</u>	<u>Unit Price</u>
1 - 24	\$345.61
25 - 49	\$336.76
50 and over	\$323.46

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING
COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION
EQUIPMENT AND SOFTWARE**

1. SCOPE:

a. Mythics shall provide training normally available to commercial customers, which is necessary to permit Government users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this contact.

b. Mythics shall provide instructor-let training at an Oracle Education Center and/or at the Government's location, as agreed to by Mythics/Oracle and the Government. When classes are conducted at the Government's location, referred to as "on-site", the Government must provide and maintain an appropriate training facility. An appropriate training facility consists of a classroom with a projection capability and screen, a whiteboard or flip chart, a computer workstation for the instructor, at least one computer workstation for every two students (except for "hands-on laboratories") and access to a server with the properly configured Oracle software and installed training exercises. Oracle will provide courseware and documentation.

3. TIME OF DELIVERY:

Oracle shall conduct classroom training at the day/month/time agreed between Mythics/Oracle and the Government.

4. CANCELLATION AND RESCHEDULING:

a. The Government will notify Mythics at least five (5) business days before the schedule training date, if a student will be unable to attend a class conducted at an Oracle Education Center. Mythics will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the reschedule training class.

c. The Government will notify Mythics at least ten (10) business days before the scheduled training date, if an on-site class can no longer be hosted at a Government location. Mythics will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.

e. The Government reserves the right to substitute one student for another student up to the first day of class.

f. In the event Mythics is unable to conduct classroom training on the date agreed to by Mythics/Oracle and the Government, Mythics/Oracle must notify the Government at least three (3) business days before the scheduled training date.

6. **PURCHASE PRICE FOR ORACLE CLASSROOM TRAINING:**

The price that the Government will be charged is the Government purchase price in effect at the time of order placement, or the Government price in effect at the time the training course is conducted, whichever is less. The price for a single student day of training (an Education Unit) at an Oracle Education Center is \$349.00 per student. The units required for on-site training conducted at a Government location are the following levels:

<u>Class Size</u>	<u># of Education Units/Course Day</u>
Up to 18 students	10 units
19 - 21 students	11 units
22 - 24 students	12 units

Instructor travel and living expenses are in addition to these fees per course day and shall be in accordance with the Office of Budget and Management.

In the event that the Government cannot provide the appropriate training facilities for on-site training, a classroom may be reserved at an Oracle Education Center for exclusive use by the Government activity for an additional four (4) training units. This is in addition to the "Number of Education Units per Course Day" charged listed above.

Education Units may be used as a medium of exchange for any of the products and services offered by Oracle Education, including the entire training course offering. Training Units are purchased in advance and remain valid for one (1) year from the date of purchase.

Volume purchase of Training Units on a single order are eligible for the following prices:

<u>Number of Units</u>	<u>Unit Price</u>
1 - 24	\$345.61
25 - 49	\$336.76
50 and over	\$323.46

RECOURSE TECHNOLOGIES, INC. TRAINING PRICES:

ManHunt Training (1 Day)	GSA Price:	\$1,904.18
ManHunt Training (1 Day) Customer Site	GSA Price:	\$2,380.22
ManTrap Training (1 Day)	GSA Price:	\$2,380.22
ManTrap Training (1 Day) Customer Site	GSA Price:	\$2,856.26

ULTIMATE HACKING – PRINCIPLES of SECURITY GSA Price \$51,339.68

ULTIMATE HACKING GSA Price \$51,339.68

ULTIMATE HACKING – WEB HACKING GSA Price \$42,005.19

ULTIMATE HACKING-INCIDENT RESPONSE/FORENSICS GSA Price 51,339.68

ULTIMATE HACKING – WINDOWS 2000 SECURITY GSA Price \$42,005.19

ULTIMATE HACKING – ATTACKS FOR LAWYERS GSA Price \$18,668.98

ULTIMATE HACKING – SECURE CODING GSA Price \$42,005.19

ULTIMATE HACKING – EXPERT GSA Price \$51,339.68

PERFORMING COMPUTER INTRUSIONS GSA Price \$46,672.44

WINDOWS COMPUTER INTRUSIONS GSA Price \$42,005.19

WEB SERVER COMPUTER INTRUSIONS GSA Price \$42,005.19

ADVANCED COMPUTER INTRUSIONS GSA Price \$42,005.19

INVESTIGATING COMPUTER INTRUSIONS GSA Price \$46,672.44

PERFORMING UNIX FORENSICS GSA Price \$42,005.19

PERFORMING NETWORK FORENSICS GSA Price \$42,005.19

INTRODUCTION TO CYBERCRIME GSA Price \$16,802.08

PROFESSIONAL SERVICES

Senior Principal

GSA Hourly Rate: \$249.12

Minimum General Experience: Significant (typically 4+ years) experience in a consulting environment with use of a Mythics consulting methodology. High level of technical competence within Oracle and other software.

Functional Responsibility: Perform analysis of client requirements and translate them into application specifications. Manage application implementations. Provide consulting services to the clients regarding integrated applications. Develop high-quality deliverables on time and within budget. Possess skills in designing and developing approaches to satisfy clients' business needs.

Minimum Education: BA/BS in Computer Science, Information Systems, Business, or related field and/or equivalent experience.

Principal Engineer

GSA Hourly Rate: \$216.89

Minimum General Experience: Considerable (typically 4+ years) in information systems development, functional and data requirements analysis, systems analysis, and program design. Experience managing implementation of information/software engineering projects and either in systems design, programming, or DBA with knowledge/experience in CASE tools/methods, or functional experience performing business systems analysis working with Software applications products. Knowledge of Software technology. Possess leadership and/or supervisory skills.

Functional Responsibility: Apply enterprise-wide set of disciplines for planning, analysis, design, and development of systems for multiple installations or a major sector. Analysis of clients' processes and adaptation of products to clients' needs. Transform client needs into project design specifications. Develop and administer client-designed DB solutions. Prepare detailed design documents. Understand development according to Mythics Methodologies. Provide supervision and direction to staff on technical assignments in development or project site.

Minimum Education: BA/BS in Computer Science, Information Systems, Business, or related field and/or equivalent experience.

Senior Engineer

GSA Hourly Rate: \$177.07

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

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

Minimum General Experience: Administrative support experience (typically 1+ years'). Excellent phone and communication skills. Proficiency with Microsoft Office Applications. Must be well organized and detail oriented. Ability to work independently and as part of the team.

Functional Responsibility: Provide general administrative support to technical or management level personnel. Provide documentation planning and support. Perform filing, routine office chores, photocopying, mail distribution, etc. Handle routine office tasks including project administration, general office support (update phone lists, organizational charts, etc.), and event and human resources planning.

Minimum Education: HS diploma or equivalent.

- a. A professional services or training day is 8 hours. Actual hours worked will be translated into days on an 8/day basis. For example, 12 hours is charged as 1.5 days. Actual hours worked above the standard eight are chargeable at standard hourly on-site professional services rates.
- c. Reasonable and necessary travel and living expenses in accordance with the Office of Budget and Management will be charged for Mythics representatives traveling to locations outside their home office.
- d. The Government will be charged for other necessary, reasonable, and allowable direct costs incurred in providing support when approved in advance by the Government.
- e. All work to be performed hereunder shall only be performed by U.S. - based personnel.

CONTRACTOR

BY: Dale E. Dan

TITLE: Vice President

DATE: 12 July 2007

STATE OF OHIO,
OFFICE OF INFORMATION TECHNOLOGY

 R. Steve Edmonson

R. STEVE EDMONSON
DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY
STATE CHIEF INFORMATION OFFICER

7/13/07

This Hardware Schedule (this "Schedule H") governs Your use of the Products and Service Offerings ordered from an authorized reseller (herein referred to as "Contractor") of Oracle America, Inc. ("Oracle").

1. DEFINITIONS

1.1 "**Commencement Date**" for the Hardware, Operating System and Integrated Software refers to the date the Hardware is delivered. For Integrated Software Options, the Commencement Date refers to the date that Oracle accepts Your order for an Integrated Software Option.

1.2 "**Integrated Software Options**" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that You must separately order and agree to pay additional fees. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. The version of the Integrated Software Options License Rules, attached to this Schedule H as Exhibit A, is a representative example of the Integrated Software Option License Rules and is subject to change. The Integrated Software Option License Rules in effect at the time of an order shall be the Integrated Software Option License Rules that apply to such order. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

1.3 "**Documentation**" refers to the hardware specifications, user manuals, and installation manuals. The documentation for Hardware is delivered with the Hardware and/or provided online.

1.4 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.5 "**Integrated Software**" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under this Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options separately ordered.

1.6 "**Operating System**" refers to the software that manages Hardware for programs and other software.

1.7 "**Products**" refers to Hardware, Integrated Software and Operating System.

1.8 "**Separate Terms**" refers to separate license terms that are specified in the readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.9 "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of this Schedule H.

1.10 "**Service Offerings**" refers to technical support which You have ordered.

1.11 "**You**" and "**Your**" refers to the State of Ohio.

2. RIGHTS GRANTED

2.1 Your Hardware order consists of the following items: Operating System (as defined in Your configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until You separately order them and agree to pay additional fees.

2.2 You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at <http://oracle.com/contracts>. The versions of the license agreements for the Oracle Solaris, Oracle Linux and Oracle VM Manager, attached to this Schedule H as Exhibit B, are a representative example of the license agreements for various Operating Systems and are subject to change. The license agreement for an Operating System in effect at the time of an order for such Operating System shall be the license agreement that applies to such order. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part

of, the Hardware. You may not make the Operating System or the Integrated Software available to any third party for use in such third party's business operations (unless such access is expressly permitted for in the related order).

2.3 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable (except as provided for in Section 3.3 below) right to use Integrated Software delivered with the Hardware subject to the terms of this Schedule H and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable (except as provided for in Section 3.3 below) right to use Integrated Software Options that you separately order subject to the terms of this Schedule H, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this Schedule H. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand Your license right to any Integrated Software Options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between this Schedule H and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

2.4 The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by this Schedule H. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code You received as binaries on physical media, You may receive a copy of the source code ("source code") on media via postal service by submitting a written request at <http://www.oracle.com/technetwork/opensource/index.html>. Alternatively, You can mail Your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the Product, Your name, Your company name (if applicable), Your return mailing address, and Your email address. Certain source distributions require a fee for physical media; in such case, You will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the applicable Product, or in the case of code licensed under the GPLv3, You may send a request for as long as Oracle offers spare parts or technical support for the applicable Product model. This offer only applies if You received Your Operating System, Integrated Software or Integrated Software Options on physical media.

2.5 Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable (except as provided for in Section 3.3 below) , royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule H ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.6 You may not:

- remove or modify any Hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the Operating System or Integrated Software;
- make the Operating System, Integrated Software 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 Operating System, Integrated Software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Operating System or Integrated Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the Operating System or Integrated Software);
- make copies of the Operating System or Integrated Software except for archival purposes or to replace a defective copy; or
- disclose results of any Hardware benchmark tests.

3. RESTRICTIONS

3.1 You may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 You acknowledge that to operate certain Hardware, Your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to You in the applicable Hardware documentation.

3.3 You may not assign, give or transfer the Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. You shall not grant a security interest in the Operating System, Integrated

Software and/or any Service Offerings deliverables and , and You shall not finance Your acquisition of any Products and/or any Service Offerings. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms. The above prohibition on the assignment or transfer of the Operating System or any interest in it shall apply to all Operating Systems licensed under this Schedule H, except to the extent that such prohibition is rendered unenforceable under applicable law. Notwithstanding anything to the contrary in the first sentence of this Section, You shall be permitted to transfer the Integrated Software and/or any Service Offerings to another State of Ohio agency, which assumes Your responsibilities and/or duties due to a merger or consolidation of State agencies (the "Assignee State Agency"), provided that: (i) You give advance written notice to Oracle of such assignment, (ii) You have continuously maintained annual technical support services for such Integrated Software and/or Service Offerings, (iii) You transfer the Integrated Software along with the Hardware and the Assignee State Agency must be the transferee of the Hardware, and (iv) the Assignee State Agency agrees in writing with Oracle that it assumes all obligations and liabilities with respect to such Integrated Software and/or any Service Offerings and agrees to be bound by such terms and conditions of this Schedule H and the relevant order placed under this Schedule H, including any applicable license agreement. Nothing in this section shall be deemed to allow You to assign any Integrated Software separate and apart from the Hardware in which it is incorporated.

4. TRIAL PROGRAMS

Oracle may include additional programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless You have a license specifically granting You the right to do so; however, You may use those additional programs for trial, non-production purposes for up to 30 days from the date of delivery provided that You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. To use any of these programs after the 30 day trial period, You must obtain a license for such programs from Oracle or an authorized reseller. If You decide not to obtain a license for any program after the 30 day trial period, You will cease using and promptly delete any such programs from Your 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.

5. TECHNICAL SUPPORT

5.1 If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the technical support services. The Oracle Hardware and Systems Support Policies are incorporated in this Schedule H and are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into the order for technical support services. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://oracle.com/contracts>. The version of the Oracle Hardware and Systems Support Policies, attached to this Schedule H as Exhibit C, is a representative example of the Oracle Hardware and Systems Support Policies and is subject to change. If You choose not to purchase technical support services at the time You purchase the related Hardware, You may be required to pay reinstatement fees in accordance with Oracle's then current Oracle Hardware and Systems Support Policies if You choose to purchase technical support services for such Hardware at a later date.

5.2 Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

6. HARDWARE-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Hardware-related Service Offerings under this Schedule H as listed in the Hardware-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware, (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). The version of the Oracle Hardware

Warranty, attached to this Schedule H as Exhibit D, is a representative example of the Oracle Hardware Warranty and is subject to change. Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

7.2 Oracle also warrants that technical support services and Hardware-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule H will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE HARDWARE ITEM; OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.4 Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.

7.5 ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.

7.6 No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:

- a. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- d. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- e. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current U.S. export exclusion list;
- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above; or
- k. purchased from any entity other than Oracle or an Oracle authorized reseller.

7.7 The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party. Notwithstanding the foregoing, You shall be permitted to transfer the Oracle Hardware Warranty to an Assignee State Agency to whom You are transferring title to the Hardware, provided that: (i) You give advance written notice to Oracle of such assignment and transfer of title to the Hardware, (ii) You have continuously maintained annual technical support services for such Hardware, and (iii) the Assignee State Agency agrees in writing with Oracle that it assumes all obligations and liabilities with respect to such Hardware and agrees to be bound by such terms and conditions of this Schedule H and the relevant order placed under this Schedule H.

8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Operating System, Integrated Software and Integrated Software Options. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Operating System, Integrated Software and Integrated Software Options in excess of Your license rights. If You do not pay, Oracle can end (a) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options and/or (b) licenses of the Operating

System, Integrated Software and Integrated Software Options ordered under this Schedule H and the related ordering documents. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery, Installation and Acceptance of Hardware

9.1.1 You are responsible for installation of the Hardware unless You purchase installation services from Oracle for that Hardware.

9.1.2 Oracle will deliver the Hardware to the delivery address specified by You on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified on the order.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

9.1.4 Oracle may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.

9.2 Transfer of Title

Title to the Hardware will transfer upon delivery.

9.3 Territory

The Hardware shall be installed in the country/countries that You specify as the delivery location on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified in the order.

9.3 Future Availability

You agree and acknowledge that You have not relied on the future availability of any Hardware, program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this Schedule H, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and this Schedule H.

10. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Operating System, Integrated Software and anything developed or delivered under this Schedule H. Unless otherwise stated in the order between Oracle and the Contractor, title to Hardware, excluding the Operating System and Integrated Software, and risk of loss or damages to the Hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the Operating System and Integrated Software shall not pass to You or to a third party; title to and ownership of the Operating System and Integrated Software shall remain with Oracle.

11. INDEMNIFICATION

11.1 Subject to sections 11.5, 11.6, 11.7 and 11.8 below, if a third party makes a claim against either You, that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by Oracle under the terms of this Schedule H and used by You infringes the third party's intellectual property rights, Oracle, at Oracle's sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

- a. notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
- b. give Oracle sole control of the defense and any settlement negotiations, subject to the approval and consent of the Ohio Attorney General; and
- c. give Oracle the information, authority (subject to the approval and consent of the Ohio Attorney General) and assistance Oracle needs to defend against or settle the claim.

11.2 If Oracle believes or it is determined that any of the Material may have violated a third party'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 You may have paid Oracle for it and, if Oracle is the provider of an infringing Operating System, or Integrated Software, or Integrated Software Options (as applicable), any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Operating System, or Integrated Software, or

Integrated Software Options (as applicable). 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.

11.3 Notwithstanding the provisions of section 11.2 and with respect to Hardware only, if Oracle believes or it is determined that the Hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the Hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable Hardware (or portion thereof) and refund the net book value and, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

11.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Operating System, or Integrated Software, or Integrated Software Options (as applicable) associated with that Separately Licensed Third Party Technology and shall refund any Operating System, or Integrated Software, or Integrated Software Options (as applicable) license fees You may have paid to Oracle for the Operating System, or Integrated Software, or Integrated Software Options (as applicable) license and any unused, prepaid technical support fees You have paid to Oracle for the Operating System, or Integrated Software, or Integrated Software Options (as applicable) license.

11.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 11.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed.

11.6 Notwithstanding anything to the contrary in this section 11, You must be a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support) for Oracle's indemnification obligations related to the Operating System, Integrated Software, and Integrated Software Options set forth in this section 11 to be applicable (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing in this section 11, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

11.7 Oracle will not indemnify You if You alter the Material or uses it outside the scope of use identified in Oracle's user documentation or if You use a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to You, or if You continue to use the applicable Material after the end of the license to use that Material. Oracle will not indemnify You to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Oracle. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use an Operating System or Integrated Software or Integrated Software Options (as applicable) and that is used: (a) in unmodified form; (b) as part of or as required to use an Operating System or Integrated Software or Integrated Software Options (as applicable); and (c) in accordance with the license grant for the relevant Operating System or Integrated Software or Integrated Software Options (as applicable) and all other terms and conditions of this Schedule H, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Operating System or Integrated Software or Integrated Software Options (as applicable) under the terms of this Schedule H. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Operating System or Integrated Software or Integrated Software Options (as applicable) as delivered to You and used in accordance with the terms of this Schedule H would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

11.8 This section provides Your exclusive remedy for any infringement claims or damages.

12. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, ORACLE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.

13. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under this Schedule H, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (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. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents

Final Oracle-Ohio Schedule H – March 25, 2014

used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "These commodities, technology, software, or hardware (including any Integrated Software and Operating System(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."

14. OTHER

14.1 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

14.2 The parties acknowledge that Oracle is a third-party beneficiary to this Schedule H.

14.3 The Uniform Computer Information Transactions Act does not apply to this Schedule H or orders placed pursuant to it. You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents, and Oracle is not liable for or bound by any acts of any such third party firm.

14.4 Source code may be delivered as part of the standard delivery for particular programs, Operating System or Integrated Software; all such source code is subject to the terms of this Schedule H, the applicable order and the applicable documentation.

14.5 You understand that the Contractor and Oracle's business partners, including any third party firms retained by You to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

14.6 The parties agree that Ohio law shall govern the terms of this Schedule H. The parties further agree that as between the Contractor, Oracle and You, Ohio law shall govern the licenses described herein.

14.7 By virtue of this Schedule H and any license agreement for Operating Systems, the parties may have access to information that is confidential to one another or Oracle ("**Confidential Information**"). The parties each agree to disclose only information that is required for the performance of obligations under this Schedule H. Confidential Information shall be limited to the information clearly identified as confidential at the time of disclosure.

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 agree not to disclose each other's Confidential information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. The parties may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Schedule H. Nothing shall prevent either party from disclosing the terms or pricing under this Schedule H, the license agreements for Operating Systems purchased pursuant to this Schedule H or orders submitted under this Schedule H in any legal proceeding arising from or in connection with this Schedule H or disclosing the Confidential Information as required by law. Furthermore, the parties acknowledge that You are subject to Ohio's Public Records Law and that any Confidential Information contained in this Schedule H and any license agreement for Operating Systems purchased under this Schedule H shall not apply to the extent that Confidential Information is required to be disclosed by applicable law, including Ohio's Public Records Law. Notwithstanding the foregoing, if You receive a request for disclosure of any Oracle confidential information, which is clearly and expressly marked as Oracle confidential and/or proprietary information and which excludes Oracle license agreements, pursuant to Ohio's Public Records Law.

SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT
MASTER CONTRACT FOR SOFTWARE LICENSING (MLA NUMBER MLA0024)

THIS CONTRACT (the "Contract") is between the State of Ohio (the "State"), through the Office of Information Technology ("OIT"), Investment and Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215, and Oracle USA, Inc. (the "Contractor"), with offices at 500 Oracle Parkway, Redwood Shores, CA 94065, and whose Federal Tax ID Number is 84-1332677.

a. Background. The State and the Contractor have entered into this Contract to provide the terms and conditions under which the Contractor will grant one or more perpetual, nonexclusive licenses to the State to use certain software that the Contractor publishes or markets. Any such licenses will be described in one or more schedules to this Contract ("Schedules") and will include a license to use the Software's user and technical documentation. Additionally, this Contract governs the Contractor's obligation to provide the State with assistance troubleshooting the Software and with updates, corrections, enhancements, and new releases, if and when available, of the Software, as set forth herein ("Technical Support").

b. Definitions. The term "Ancillary Programs" refers to third party materials 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. The term "Program Documentation" refers to the Program user manual and Program installation manuals. The term "Programs" or "Software" refers to the software products owned or distributed by the Contractor which the State has ordered, Program Documentation, and any Program updates acquired through Technical Support. The term "Services" or "Technical Support" refers to technical support which the State has ordered. The term "State Entities" are defined as legal entities of the State of Ohio government, including agencies, departments, divisions, and other similar departments, which exist to conduct the business of the State, as well as those legal entities for which it has assumed the obligation to manage, so long as those management obligations are not for the sole or primary purpose of the entity's gaining access to the Programs.

c. Applicability of Agreement. This Contract is valid for the Schedule(s) which incorporates it by reference.

d. Authorized Contract Users: State Entities may also order Programs and technical support from the Contractor in accordance with the terms and conditions of this Contract, solely for the use of their individual entity. By placing an order under this Contract, each State Entity agrees to be bound by the terms and conditions of the applicable Schedule and this Contract and, for the purposes of such order, "State" as used in this Contract shall be deemed to refer to such State Entity, unless indicated otherwise herein. Each State Entity shall be responsible for its breach(es) of such terms and conditions.

PART I: LICENSE AND USE

1. Grant of License. Upon the signing of a Schedule by both parties and the issuance of an OBM-certified purchase order by the State, the State has the limited right to use the programs and receive any support it orders solely for the exercise of its government functions and subject to the terms of this Contract, including the definitions and rules set forth in this Contract and the Program Documentation. The State may access the Program Documentation at <http://oracle.com/contracts>. The State may, at no additional fee, also:

- permit use by Ohio residents, its suppliers, other people and entities to which it provides governmental services, and other Ohio governmental entities of Programs that are specifically designed to allow such persons or entities to interact with the State in the furtherance of its exercise of its government functions.
- allow the State's agents and contractors (including, without limitation, its outsourcers) to use the Programs solely to support the exercise of its government functions and subject to the terms of this Contract, provided that the State is responsible for obligating them to comply with the terms of this Contract.
- engage one or more third parties to manage the Programs and the system or systems on which the Programs are operated or engage one or more third parties as outsourcers to manage the Programs on its systems at its locations within the United States in a facilities management or similar arrangement, provided that any such third party agrees in writing to honor the terms of this Contract and to use the Programs solely for the State's benefit and according to the terms of this Contract.

Any services provided under this Contract may be related to the State's license to use Programs which the State acquires under a separate order. The Contract referenced in that order will govern the State's use of such Programs. Any services acquired from the Contractor are separate from such Program licenses, and the State may acquire either services or such Program licenses without acquiring the other.

The State agrees that it has not relied on the future availability of any specific new features for any Software acquired under this Contract or the release and/or updates of other programs in entering into the payment obligations in any Schedule; however, (a) if the State orders Software Update License & Support ("SULS") for Programs, the preceding sentence does not relieve the Contractor of its obligation to provide updates under the applicable Schedule, if-and-when available, in accordance with the applicable Contractor technical support policies, and (b) the preceding sentence does not change the rights granted to the State for any Programs licensed under a Schedule, per the terms of its Schedule and this Contract.

The Contractor may deliver source code (for certain extract batch scripts, algorithms/plugin, and JavaScript templates, collectively "source code") as part of its standard delivery for certain Programs; all source code delivered by the Contractor is subject to the terms of the Contract, the applicable Schedule and Program Documentation.

2. License Restrictions. The State may not assign, transfer, or redistribute the Software to any party in whole or in part, except as expressly provided by this Contract or the applicable Schedule. It also may not rent, time share, or operate a service bureau with respect to the Software. And the State may not charge a fee to any third party for access to or use of the Software, unless this Contract or the applicable Schedule permits such.

The Contractor retains all ownership and intellectual property rights to the Oracle Programs. Third party technology that may be appropriate or necessary for use with some Oracle Programs is specified in the Program Documentation. Such third party technology is licensed under the terms of the third party technology license agreement specified in the Program Documentation and not under the terms of this Contract.

The State may not:

- remove or modify any Program markings or any notice of the Contractor's proprietary rights;
- make the Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted under this Agreement);
- reverse engineer (unless required by law for interoperability), disassemble or decompile the Programs; or
- disclose results of any Program benchmark tests without the Contractor's prior written consent.

3. Permitted Transfers. The State may transfer a Program from one computer to another computer within the United States subject to such Program's license metric and the terms of this Contract and all applicable Schedules, provided that (a) the State's use of such Program shall not exceed the quantity and license metric that it is licensed for under this Contract and the applicable Schedule, and (b) there is no change in operating system. If a State Entity is mandated by its governing body to convey any of its specific functions to another governmental entity, the Program licenses used to support the conveyed functions may be transferred at no charge, after written notice to the Contractor. If a State Entity merges with another State Entity, previously acquired Program licenses may be used by the merged entity pursuant to the terms of this Contract. Nothing in this section shall be deemed to relieve the State Entity or the transferee entity of the obligation to use a Program in accordance with the terms and conditions of this Contract and all applicable Schedules placed hereunder, including, without limitation, limiting usage of a Program to the quantity and license type for which such Program is licensed.

4. Object Reassignment. Any Software licensed by the number of items that it may be used on, by, or in conjunction with, such as nodes, computers, users, or sites ("Objects"), may be reassigned to other, similar Objects within the State Entity originally purchasing the license(s) at any time and without any additional fee or charge. For example, a computer-specific license may be transferred to another computer, a site license may be transferred to another site, and a named user license may be assigned to another user within the State Entity originally purchasing the license(s). But any such reassignment must be in conjunction with termination of use by or with the previous Object, if such termination is required to keep the total number of licensed Objects within the scope of the applicable license. Should the State Entity require a special code, a unique key, or similar device to reassign the Software as contemplated by this section, the Contractor will provide such a code, key, or similar device to the State Entity at any time and without a fee or charge, regardless of whether such Software is then under Support. A later section in this Contract governs assignment of the State's license in any Software to a successor in interest.

5. Copies. The State may make a sufficient number of copies of each Program for its licensed use and one copy of each Program media, unless otherwise stated in the Schedule.

6. Hazardous Environments. The State recognizes that some Software may not be designed or intended for use as or with online control equipment or systems in hazardous environments requiring fail-safe performance. This includes equipment or systems such as those used in the operation of nuclear facilities, aircraft navigation, air traffic control, direct life support machines, and munitions. It also includes any other equipment or systems in which the State

reasonably can foresee that failure of the Software could lead to death, personal injury, or severe physical or environmental damage. For any Software designated as not intended for hazardous environments in the applicable Schedule, the State may not use or permit the use of the Software in conjunction with any such equipment or systems.

7. Upgrades, Updates, and Corrections. All portions of the Software, including any corrections, patches, service packs, updates, upgrades, and new versions and releases that may become available are the property of Contractor, are part of the Software, and are governed by the State's license in the Software. In no event will the Software or any modification of it be deemed a work made for hire, even if the Contractor has made the modification expressly for the State, unless the parties agree otherwise in writing.

PART II: FEES AND PAYMENT

1. The State will pay to the Contractor the fees for licensing the Programs as well as all applicable fees for support. The license fee for each license is due and payable on the 30th day after the later of the date on which the applicable license starts or the date the State receives a proper invoice for the fee at the office designated in the applicable purchase order. A support fee will be due payable on the 30th day after the later of the date on which the applicable period of support begins or the date the State receives a proper invoice for the support fee at the office designated in the applicable purchase order. The State will not be obligated to acquire or renew support for any Programs unless the State first issues a purchase order for such. The State is exempt from all Ohio sales, use, excise, property, and similar taxes ("Taxes") provided valid exemption documentation is provided to the Contractor. To the extent any Taxes are imposed on the Contractor in connection with this Contract or the Programs and support, the Contractor must pay such Taxes, together with any interest and penalties not properly disputed with the appropriate taxing authority.

The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information and/or attachments:

- (i) Name and address of the Contractor as designated in this Contract.
- (ii) The Contractor's Federal tax identification number as designated in this Contract.
- (iii) The Contractor's invoice remittance address as designated in this Contract.
- (iv) The purchase order number authorizing the delivery of Programs or services.
- (v) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Programs and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an invoice does not meet this section's requirements, the State will send Contractor written notice with the improper invoice to the address designated for receipt of purchase orders within fifteen (15) calendar days after receipt of the invoice. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receive a proper invoice and have accepted the Contractor's Program(s).

2. OBM Certification. This Contract is subject to Code Section 126.07. All orders and Schedules under this Contract are void until the Director of the Office of Budget and Management for the State certifies ("OBM Certification") that there is a balance in the appropriation available to pay for the order. The OBM Certification on the State's purchase order is evidence that the funds for that purchase are fully appropriated and presently available.

3. Currency. The State will make all payments under this Contract by warrant (the State's equivalent to a check) in US Dollars, regardless of the location where the Support is provided or the Software is located.

4. Disputed Amounts. The parties will resolve any amounts disputed under this Contract expeditiously and in good faith by having the representatives of the parties who signed this Contract enter into informal discussions. Once resolved through the dispute resolution process, the amount must be paid within 30 days of the resolution. If the State disputes any amount under this Contract in good faith, the State may withhold its payment pending resolution notwithstanding anything to the contrary elsewhere in this Contract.

5. Pricing. Subject to the limitations in this section, the Contractor may modify its pricing for Software or Support at any time and without notice to the State. But no such change will apply to any Software or Support that the State orders or for which it receives an invoice before the effective date of the change. Nor will any price increase apply to any Software for which the State and the Contractor have entered in to a Price-hold Addendum; the pricing for such

Software will be fixed for the term of the price-hold. The State will not be obligated to pay more than the Contractor's then current, published License Fee for any such Software.

PART III: CONTRACT ADMINISTRATION

1. Term. Once entered into, the term of this Contract will be from the date the duly authorized representative of the State signed it through June 30, 2009. Expiration of this Contract without renewal will not affect any licenses granted to the State before the expiration. It also will not affect the rights and the responsibilities of the parties with respect to such licenses.

2. Schedules. For all Software that the State licenses, the Contractor and the State will enter into a written Schedule or Schedule to this Contract, signed by duly authorized representatives of both parties. The Schedule will describe the Software, the license granted in the Software, and the date the license starts ("Start Date"). It also will identify the License Fee for the license granted, the number of physical copies of the media on which the Software is shipped, and the operating system or systems for which the Software is designed, if media is ordered. In addition, the Schedule will identify the Support Fee or the percentage of the License Fee used to calculate the Support Fee. All additional Software that the State seeks to license from the Contractor under this Contract, as well as all additional licenses that the State wishes to acquire in Software already licensed under this Contract, will be subject to the Contractor's prior, written approval in each case. But the Contractor will consent for any Software that is covered by a Price-hold Addendum and for any Software that is or designed to operate in conjunction with Software already acquired by the State under this Contract, if the Software at issue is generally available to other customers and the State is not in material breach of this Contract.

3. Confidentiality. Each party may disclose to the other written material or oral or other forms of information that it treats as confidential ("Confidential Information"). Title to any Confidential Information one party delivers to the other will remain with the disclosing party or its licensors. Each party agrees to treat any Confidential Information it receives from the other party as secret, if it is so marked otherwise identified as such. Confidential information includes personally identifiable data residing on its computer systems of, about or from its employees, residents, users, and/or suppliers, for which the Contractor requires access in order to perform the relevant services.

Except as expressly required by the laws of the State of Ohio, each party agrees not to disclose any Confidential Information of the other to any third parties and to use such Confidential Information solely to meet its obligations or to exercise its rights under this Contract. The Contractor acknowledges that the State will post the terms and pricing set forth herein on its website.

The receiving party's obligation to maintain the secrecy of the Confidential Information will not apply where it:

- (a) Was already in the receiving party's possession before disclosure by the other party, and the receiving party obtained it without an obligation of confidence;
- (b) Is independently developed by the receiving party;
- (c) Is or becomes publicly available without breach of this Contract;
- (d) Is rightfully obtained by the receiving party from a third party without an obligation of confidence;
- (e) Is disclosed by the receiving party with the prior written consent of the other party; or
- (f) Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
 - (1) Notifies the other party of such order immediately upon receipt of the order; and
 - (2) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

4. Escrow. The Contractor shall ensure that it shall retain in escrow a copy of the source code necessary to support the supported Programs. The escrowed material shall be maintained under an agreement, which provides that if the Contractor ceases to be in the business of supporting the Programs licensed under this Contract, the escrow agent shall furnish the State with a copy of the escrowed material that has become unsupported. The State shall pay the escrow agent a nominal fee sufficient to cover the cost of reproduction and distribution of source materials, including reasonable administrative expenses thereto. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this Contract and shall be used solely to maintain the Programs.

5. Insurance. The Contractor shall take out and maintain the following minimum insurance at its expense for the duration of any Schedule under this Contract covering locations where the Contractor is to perform work on the State's premises:

- (a) Workers' Compensation - As required by the statute of states where services are being performed;
- (b) Employer's Liability - \$2,000,000 each occurrence;
- (c) Comprehensive General Liability Insurance - \$2,000,000 per occurrence/aggregate bodily injury and \$2,000,000 per occurrence/aggregate property damage; and
- (d) Automobile Liability Insurance - \$2,000,000 per occurrence, bodily injury and property damage combined.

Nothing in this Contract shall be deemed to preclude the Contractor from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage and limits are maintained. The Contractor agrees to provide the State with a certificate(s) of insurance evidencing such coverage within a reasonable time of the receipt of a written request for same."

6. EXCUSABLE DELAY. NEITHER PARTY WILL BE LIABLE FOR ANY DELAY IN ITS PERFORMANCE UNDER THIS CONTRACT THAT ARISES FROM CAUSES BEYOND ITS CONTROL AND WITHOUT ITS NEGLIGENCE OR FAULT. THE DELAYED PARTY MUST NOTIFY THE OTHER PROMPTLY OF ANY MATERIAL DELAY IN PERFORMANCE AND MUST SPECIFY IN WRITING THE PROPOSED REVISED PERFORMANCE DATE AS SOON AS PRACTICABLE AFTER NOTICE OF DELAY. FOR ANY SUCH EXCUSABLE DELAY, THE DATE OF PERFORMANCE OR DELIVERY WILL BE EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST BY REASON OF THE EXCUSABLE DELAY. THE DELAYED PARTY MUST ALSO DESCRIBE THE CAUSE OF THE DELAY AND WHAT STEPS IT IS TAKING OR WILL TAKE TO REMOVE THE CAUSE. THE DELAYED PARTY MAY NOT RELY ON A CLAIM OF EXCUSABLE DELAY TO AVOID LIABILITY FOR A DELAY IF THE PARTY HAS NOT TAKEN COMMERCIALY REASONABLE STEPS TO MITIGATE OR AVOID THE DELAY. IF SUCH EVENT CONTINUES FOR MORE THAN 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.

7. Network Security. The Contractor may not connect to the State's internal computer network without the prior, written consent of the State, which the State will reasonably provide if necessary or appropriate for the Contractor to provide Support. But as a condition of connecting to the State's computer network, the Contractor must secure its own connected systems in a manner consistent with the State's then-current security policies, which the State will provide to the Contractor. The State also may terminate the Contractor's network connections immediately should the State determine that the Contractor's security measures are not consistent with the State's policies or are otherwise inadequate given the nature of the connection or the data or systems to which the Contractor may have access. The Contractor will not be responsible for any failure to provide services or technical support due to the State's refusal to allow the Contractor to connect to the State's network or its termination of the Contractor's connection to the State's network.

PART IV: WARRANTIES, LIABILITIES, AND REMEDIES

1. Warranties. Contractor warrants that a Program licensed to the State will 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 Contractor of any Program warranty deficiency within one year after delivery. Contractor also warrants that services will be provided in a professional manner consistent with industry standards. The State must notify Contractor of any services warranty deficiencies within 90 days from performance of the defective services.

2. Warranty Exclusions. **CONTRACTOR DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT CONTRACTOR WILL CORRECT ALL PROGRAM ERRORS. 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.**

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

CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, THE STATE MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO THE CONTRACTOR FOR THE DEFICIENT SERVICES.

4. Indemnity.

a. The Contractor agrees to indemnify the State against all claims arising from bodily injury and/or tangible personal property damage resulting from the negligent or intentionally wrongful actions or omissions of the Contractor, its employees, officers, directors, subcontractors, agents, or representatives in the performance of this Contract to the extent such actions or omissions were not caused by the State or any third party. As used above, the term "tangible personal property" shall not include software, documentation, data or data files.

b. **Infringement Indemnification.** If someone makes a claim against the State that any information, design, specification, instruction, software, data, Programs, Program, or material ("Material") furnished by the Contractor and used by the State infringes its intellectual property rights, the Contractor will indemnify the State against the claim.

If the Contractor believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Contractor 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, the Contractor 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. The Contractor will not indemnify the State if the State alters the Material or use it outside the scope of use identified in the user Documentation or if the State uses a version of the Materials that 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. The Contractor will 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 to the State by or through the Contractor. The Contractor will 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 the Contractor. This section provides the State's exclusive remedy for any infringement claims or damages.

In order for the Contractor's indemnity obligations specified in this Part IV.4 to apply, the State must do the following:

- notify the Contractor promptly in writing, not later than 30 days after the State receives notice of the claim (or sooner if required by applicable law);
- give the Contractor sole control of the defense and any settlement negotiations, subject to the approval and consent of the Ohio Attorney General; and
- give the Contractor the information the State has, authority (subject to the approval and consent of the Ohio Attorney General), and assistance the Contractor reasonably needs to defend against or settle the claim.

5. 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. EXCEPT AS SET FORTH IN THE FOLLOWING PARAGRAPH, A PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE LIMITED TO THE FEES PAID OR PAYABLE TO 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 PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION AND ACKNOWLEDGE THAT WITHOUT THEIR AGREEMENT TO THE LIMITATION CONTAINED HEREIN, THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

The limitation stated in the second sentence above of this section shall not apply to (A) the Contractor's obligation to defend and indemnify under Part IV.4 of this Contract. The limitation stated in the second sentence of this section shall not apply to the State's failure to pay any fees due under this Contract or to violation of the Contractor's intellectual property rights.

PART V: SOFTWARE SUPPORT

1. For purposes of the Schedule, technical support consists of annual technical support services the State may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under the Contractor's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this Contract, are subject to change at the Contractor's discretion; however, the Contractor will not materially reduce the level of services provided for supported Programs during the period for

which fees for technical support have been paid. The Contractor's policies for the applicable services are available for the State's review prior to its entering into a Schedule. The State may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the Schedule, 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 the Contractor.

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 will not increase by more than 4 % over the prior year's fees. If the State's order is fulfilled by a member of the Contractor's partner program, the fee for SULS for the first renewal year will be the price quoted to the State by its partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

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 will be priced in accordance with the technical support policies in effect at the time of termination. If you decide not to purchase technical support, you may not update any unsupported Program license with new versions of the Program.

A license set consists of (i) all of a customer's licenses of a program, (ii) licenses of a program which share the same source code (e.g., Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition; or Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition), (iii) licenses of a program which include an option specified on the price list (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), and (iv) licenses of a program which include a self-service module specified on the price list (e.g., Human Resources and Self-Service Human Resources). Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from a Schedule is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee. Notwithstanding the above paragraph, Oracle agrees that the State will have a 90-day grace period for the payment of its technical support fees before the requirement to pay a reinstatement fee becomes effective; provided however that the State renews technical support prior to the expiration of its technical support contract and pays Oracle for the fees due for period of the lapsed support at the expiration of the grace period.

The Contractor offers Premier Support for all of its software products. Premier Support is offered from the general availability of a program through at least Year 5 and provides updates, fixes and security alerts; tax, legal, and regulatory updates; upgrade scripts; technical support; major product and technology releases, access to its Customer Service Website, and certification with new third-party products/versions.

2. Follow-on Software. If the Contractor makes successor products available for its software product lines ("New Software") that includes substantially similar functionality and features as a Program for which the State has purchased a Program License ("Old Software"), the Contractor will provide Licensee with a migration path from the

Old Software to the New Software and the right to use the New Software under this Contract at no additional charge, provided that (i) the State is current on Technical Support for the Old Software; (ii) this right shall only apply to New Software that is available in production release status on the operating system identified by the State at the time of the request; and (iii) the Contractor is currently making available such migration path from the Old Software to the New Software to all of its other supported customers without additional charge.

If the Contractor does not provide to all of its supported customers a migration path from the Old Software to the New Software free of additional charge, then the Contractor will provide the State with the right to use only the functionality and features contained in the New Software that is substantially similar to the functionality and features contained in the Old Software. The State shall not have the right to use nor shall it use any additional functionality or features in such New Software. All use of New Software shall otherwise be subject to this Contract.

3. Functionality Migration. If the Contractor eliminates functionality material to the use or performance of any Software licensed under this Contract ("Original Software") and then includes the functionality in a new product ("New Software"), the Contractor must grant the State a license to use the migrated functionality of such New Software, but not to any other functionality in the New Software, if (i) the New Software is in production release and listed on the Contractor's global price list, (ii) the State is a subscriber to Support for the Original Software at the time the New Software is available and is entitled to receive subsequent releases of the Original Software, and (iii) the New Software is available for the same operating system or technical environment as the Original Software and (iv) such restricted license of the New Software is provided at no charge generally to other customers who are current subscribers to technical support. The license granted to the State for the New Software will be (i) pursuant to the terms and conditions of this Contract and the applicable Schedule governing the Original Software, (ii) subject to the use restrictions and other limitations for the Original Software in this Contract and applicable Schedule, (iii) granted without the payment of additional fees other than fees for Support which would otherwise be due for the Original Software.

PART VI: CONSTRUCTION

1. Entire document. This Contract will apply to all software that the State acquires under a schedule which incorporates this Contract which is signed by the duly authorized representatives of the parties. Furthermore, this Contract, along with the schedules and addenda entered into under it and the information which is incorporated into this Contract by written reference (including reference to information contained in a URL or referenced policy), is the entire agreement between the parties with respect to its subject matter, and it supersedes any previous or contemporaneous statements or agreements, whether oral or written. It is expressly agreed that the terms of this Contract and any Schedule will supersede the terms in any purchase order or other ordering document.

2. Additional Documents. All terms and conditions contained in any document not signed by both parties, such as a purchase order, invoice, or a click-wrap license, are excluded from this Contract and will have no legal effect.

3. Binding effect. Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

4. Amendments. No amendment or modification of any provision of this Contract will be effective unless it is in writing and signed by both parties.

5. Waiver. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver or a relinquishment of any such term. Either party may at any later time demand strict and complete performance by the other party of such a term.

6. Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to applicable law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity or material injustice.

7. Plain meaning. This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

8. Headings. The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

9. Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate party first appearing above or set forth below, unless that party has notified the other party, in

accordance with the provisions of this section, of a new mailing address for notices. If the State has a dispute with the Contractor or if the State wishes to provide a notice under the Indemnification section of this Contract, the State will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.. All notices from the Contractor to the State will be sent to: State of Ohio, Office of Information Technology ("OIT"), IT Governance Division, 30 East Broad Street, Columbus, Ohio 43215.

10. Continuing obligations. To the extent necessary to carry out their purpose, the terms of this contract will survive the termination of this contract. Some such provisions that require survival to carry out their full intent include the indemnity, warranty, and limitation of liability provisions. Other examples include the confidentiality section, the escrow section, the payment of obligations, and the grant of software licenses. Additional provisions include the support obligations for existing licenses, and the pricing section with respect to related software licenses and caps on increases in support for existing licenses.

11. Counterparts. This contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

PART VII: LAW AND COURTS

1. Compliance with law. The parties will comply with all applicable federal, state, and local laws in all endeavors under this contract.

2. Export Restrictions. The State may not directly or indirectly export or transmit the Software or Documentation to any country in violation of any applicable US regulation, order, or statute.

3. UCITA. The Uniform Computer Information Transactions Act ("UCITA") will not apply to this Contract. To the extent that UCITA, or any version of it that is adopted by any jurisdiction in any form, is applicable, the parties agree to opt out of it pursuant to the opt-out provisions contained therein. Likewise, the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Contract.

4. Injunctive relief. Nothing in this Contract is intended to limit either party's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

5. Governing law. The laws of Ohio will govern this Contract, excluding its laws dealing with conflict of law.

6. Action Limitation. Except for breach of the Contractor's proprietary rights, no action, regardless of form, arising out of or relating to this Contract may be brought by either party more than two years after the cause of action has accrued.

PART VIII: MISCELLANEOUS

1. Conflict of Interest. No Contractor Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Further, the Contractor will not knowingly permit any Ohio public official or public employee who has any responsibilities related to this Contract to acquire any interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that the person's participation in any such action would not be contrary to the public interest.

2. Assignment. The State may not assign this Contract or give or transfer the Programs and/or any services or an interest in them to another individual or entity, except as expressly permitted under this Contract, without the prior, written consent of the Contractor. 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. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of the Contractor, the Contractor may not assign this without the State's prior written consent. Any such assignment, unless otherwise agreed in writing, is contingent on the assignee assuming all the assignor's rights and obligations under this Contract.

3. Independent Status. Each party is an independent contractor. Neither party will have any authority to bind the other unless expressly agreed in writing. Nothing in this Contract may be construed to create a partnership, agency, or employer-employee relationship between the Contractor and the State, and in no event will the Contractor and the State be deemed joint employers.

4. Employees. All Contractor Personnel are employees or contractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of the subject matter of this Contract or work performed under this Contract. The Contractor must pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law, rule, or regulation and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel.

5. Publicity. The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the State's prior, written consent.

6. Cancellation / Termination. If either party breaches a material term of this Contract and fails to correct the breach within 30 days of written notice of the breach, then the breaching party is in default and the non-breaching party may terminate this Contract. If the Contractor ends this Contract as specified in the preceding sentence, the State must pay within 30 days all amounts which have accrued prior to the end of this Contract, as well as all sums remaining unpaid for Programs and support delivered under this Contract. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. The State agrees that if the State is in default under this Contract, the State may not use those Programs and/or services ordered. On expiration or termination of this Contract for any reason other than the State's default or termination under Part IV.4, the State retains its right to use the license Programs in accordance with the terms of this Contract.

This Contract will remain in effect until the end of the current biennium. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which this Contract remains in place. All perpetual licenses acquired before termination will continue under the terms and conditions of this Contract, along with both parties' rights and obligations with respect to such licenses.

Notwithstanding the above paragraph, the State represents that its funds are contingent on the availability of lawful appropriations by the Ohio General Assembly or other funding source. If the Ohio General Assembly or other funding source fails to continue funding for the payments due under an order referencing this Contract, the State will notify the Contractor in writing and the State will have no further obligation to make any payments; provided however, that (a) the State agrees to pay for all Programs received and for all services performed by the Contractor prior to the Contractor's receipt of the State's notice and (b) the State's issuance of a purchase order to Oracle is its representation to the Contractor that funds for that purchase have been fully appropriated and are presently available.

With respect to the rights of cancellation / termination set forth above, (a) only the State Entity signing this agreement may exercise these rights as to the Contract and/or any orders it places and (b) all other State Entities may exercise rights of termination only with respect to their individual orders.

7. EEO. The Contractor must comply with all Ohio laws, rules, and Executive Orders of the Governor of Ohio regarding equal employment opportunity, including Ohio Revised Code Section 125.111.

8. Drug Free Workplace. The Contractor must comply with all applicable Ohio laws regarding maintaining a drug-free workplace. The Contractor will make a good faith effort to ensure that all its employees, while working on the State's property, do not possess and will not be under influence of illegal drugs or alcohol or abuse prescription drugs.

9. Ohio Ethics & Election Law. The Contractor certifies that it is currently in compliance and will continue to adhere to the applicable requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on this Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) or (J)(1) of Ohio Revised Code Section 3517.13, as applicable.

10. Travel Expenses. Any travel or living expenses required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior, written approval. All additional travel and living expenses that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with the Office of Budget and Management's Travel Rules in Section 126-1.02 of the Ohio Administrative Code.

11. Order of Priority. If there is any inconsistency or conflict between this Contract, the Schedule, and any provision of anything incorporated by reference, including Exhibit A, which the Contractor may update from time to time, this Contract or the applicable Schedule(s) will prevail.

12. Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located.

13. Audits. During the term of this Contract and for three years after the payment of any fee to the Contractor under this Contract, on reasonable written notice and during customary business hours, the State may audit the Contractor's financial records and materials that relate to this payments made under this Contract. This audit right will also apply to the State's duly authorized representatives and any person or organization providing the State with financial support related to this Contract, if the State has satisfactory confidentiality agreements in place to protect the Contractor's financial records and materials from unauthorized disclosure.

Upon 45 days written notice, Contractor may audit the State's use of the Software. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with the State's normal business operations. The State agrees to pay within 30 days of written notification any fees applicable to its use of the Software in excess of its license rights. If the State does not pay, Contractor can end the State's technical support, licenses and/or this Contract. The State agrees that Contractor shall not be responsible for any of the State's costs incurred in cooperating with the audit.

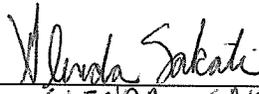
14. Ohio Revised Code Section 9.24. Contractor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If this warranty was false on the date the parties signed this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

15. Declaration Regarding Terrorism. Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations ("Declaration") in its entirety to enter into this Contract and to renew it. If the State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor's failure to submit an acceptable Declaration in such a situation will entitle the State to terminate this Contract for cause. In the event of a termination for cause under this Agreement, the State may seek appropriate judicial remedies.

16. Technical Support Policies. The current version of the Contractor's Technical Support policies is attached as Exhibit A and incorporated herein. The Contractor may update these policies from time to time provided they apply equally to all of the Contractor's customers of its Technical Support.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates appearing below.

ORACLE USA, INC.:

By: 
Name: GLEND A SAKATI
Title: Manager, Public Sector Contracts
Date: May 23, 2008

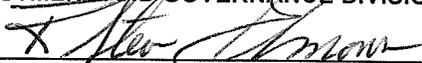
FOR STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY
INVESTMENT AND GOVERNANCE DIVISION
By: 
Name: R. Steve Edmonson
Title: Director, Office of Information Technology
State Chief Information Officer
Date: 3-28-08

EXHIBIT A TO THE SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT

Technical Support Policies

Effective Date: 01-FEBRUARY-2008

OVERVIEW

Unless otherwise stated, these Technical Support Policies apply to technical support for all Oracle product lines. These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", and in former Agile agreements as the "product support policy".

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

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels section below, all programs must be properly licensed.

Technical support is provided for issues (including problems created by you) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on an appropriate hardware, database and operating system configuration, as specified in your order or program documentation. Product release and supported platforms information for all Oracle programs other than Cimmetry AutoVue and Vuelink programs ("Cimmetry programs"), Netsure programs and Bridgestream programs is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Cimmetry programs is available in the AutoVue Administration Guide that is included with the Cimmetry program documentation. Product release and supported platforms information for Netsure programs will be provided to you in writing. Product release and supported platforms information for Bridgestream programs is available on <http://www.bridgestream.com/>.

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

These Technical Support Policies are subject to change at Oracle's discretion, however the services provided will not be materially reduced during the support period (defined below).

To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

SUPPORT TERMS

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address as designated by you. Failure to submit payment will result in the termination of support.

Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the

related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period unless your technical support contract is renewed on or before the service expiration date.

License Set

A license set consists of (i) all of your licenses of a program, including any options* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, or (ii) all of your licenses of a program which share the same source code**. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

*As specified on Oracle's price list.

**Programs which share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition, and
- Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition).

Matching Service Levels

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support or unsupported). You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

Reinstatement of Oracle Technical Support

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

Pricing following Reduction of Licenses or Support Level

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

reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

Custom Application Bundles

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

Unsupported Programs

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

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support of programs. It is the recommended standard that your technical contacts are trained representatives of your company. Such training shall include 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 should be knowledgeable about the Oracle programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

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

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

Program Updates

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available, and 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.

Payment Plan, Financing and Leasing Agreements

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

Lifetime Support

Lifetime Support consists of the following service levels:

- "Premier Support" which refers to the first 5 years of basic technical support services (also referred to as, and will be documented on your ordering document as, "Software Update License & Support")
- Extended Support (if offered)
- Sustaining Support

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

When offered, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available, except as noted below.

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

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

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

Notes:

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

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

4. Oracle's PeopleTools program, which was purchased in conjunction with an application program release, will be supported for as long as such application program release is supported. PeopleTools fixes are delivered in minor releases and patches; patches are provided on the current minor release only. Patches and platform certifications for a

PeopleTools minor release are created when that release becomes generally available and will be supported for twelve (12) months after the next minor release becomes generally available.

To receive technical support, you may be required to apply a minor release upgrade of PeopleTools to remain current with versions of third party technologies and products as supported by the provider of the third party product.

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

*formerly Retek, ProfitLogic, and 360 Commerce

6. For supported customers, the Extended Support fee for Oracle9i Database Release 9.2 has been waived for the period August 1, 2007 to July 31, 2008. During this period, you will receive access to generally available fixes and critical patch updates ("CPUs") for such supported Oracle9i Database Release 9.2 programs, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). Effective August 1, 2007, fixes and CPUs will be created against Oracle Database version 9.2.0.8 only.
7. For Oracle's Cimmerty programs, Oracle generally will make Premier Support available for 2 years following general availability of a release, after which Sustaining Support will be available for as long as you maintain technical support for your Oracle licenses. Premier Support for Cimmerty programs will be documented on your ordering document as Software Update License & Support or Cimmerty Maintenance.
8. For supported customers whose Oracle application programs are only certified on Oracle9i Database Release 9.2 and the release for such application programs is currently supported under Premier Support or Extended Support, the Extended Support fee for Oracle9i Database Release 9.2 has been waived for the period August 1, 2008 to July 31, 2010. During this period, you will receive access to generally available fixes and critical patch updates ("CPUs") for such supported application programs running on the Oracle9i Database Release 9.2, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). A list of applications that are certified on Oracle9i Database Release 9.2 is available at <http://www.oracle.com/support/collateral/tsp-certified-applications.pdf>.

Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves the right to desupport certain program releases. Program releases that are designated as subject to Premier Support under Oracle's Lifetime Support policy are excluded. If Agile, Cimmerty, Netsure, Bridgestream, or LogicalApps programs are desupported, you will be notified of such desupport directly by OSS. For all other Oracle programs, desupport information, including desupport dates, information about availability of Extended Support and Sustaining Support, and information about migration paths for certain features, is posted on Oracle *MetaLink*, Customer Connection, and e-Support. Desupport information is subject to change. For Agile, Cimmerty, Netsure, Bridgestream and LogicalApps programs, updated desupport information will be provided to you in writing. For all other Oracle programs, Oracle will provide updated desupport information on Oracle *MetaLink*, Customer Connection, and e-Support as necessary.

First and Second Line Support

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

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you shall contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support. Oracle does not ensure its performance of the technical support described herein if such access is not provided by you when requested by Oracle.

Second Line Support shall include but not be limited to (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 the functions 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 application, hardware platform, framework, database and/or operating system configuration to continue receiving technical support services from Oracle.

PeopleSoft and JD Edwards Release Information

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

Hyperion-Specific and Agile-Specific Support Terms

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

Warranties, Disclaimers, and Exclusive Remedies

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS,

INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

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

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

Nondisclosure

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

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

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

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 is the standard level for all Oracle support services and consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal, and regulatory updates
- Upgrade scripts
- Certification with most new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to Oracle *MetaLink*, Customer Connection, or e-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 PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs, web-based support is provided through Customer Connection. For Hyperion programs, web-based support is provided through e-Support. For all other Oracle programs, web-based support is provided through OracleMetaLink.

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

- Program updates and fixes
- Major product and technology releases
- Assistance with service requests 24 hours per day, 7 days per week
- Access to OracleMetaLink (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Please review the Oracle Retail chart included in the "[Lifetime Support Policy: Coverage for Applications & Server Technologies](#)" (PDF) document for coverage information on your specific release.

Limited Software Update License & Support will be available for Cimmetry programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Eastern Time of the North America region
- Ability to log service requests online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm>
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Agile programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Pacific Time of the North America region
- Access to Customer Portal (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Netsure programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates

- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. GMT
- Ability to log service requests via e-mail (support@Netsure.com) or telephone (353.1.80.31920)
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Bridgestream programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 7:00 A.M. to 7:00 P.M. Pacific Time of the North America region
- Ability to log service requests via e-mail (support@Bridgestream.com) or telephone
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for LogicalApps programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 7:00 A.M. to 5:00 P.M. Pacific Time of the North America region
- Access to Customer Center Portal (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during local business hours

Enterprise Linux Support Services

Effective October 25, 2006, Oracle will offer Enterprise Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

Oracle VM Support Services

Effective November 14, 2007, Oracle will offer Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

Priority Service

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

- **Prioritization of Service Requests:** Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- **Service Request Response Guidelines:** Reasonable efforts will be made to respond to service requests per the following guidelines:
 - 90% of Severity 1 service requests submitted by you will be responded to within 1 hour (available 24x7)

- 90% of Severity 2 service requests submitted by you will be responded to within 2.5 local business hours
- 90% of Severity 3 service requests submitted by you will be responded to within the next local business day
- 90% of Severity 4 service requests submitted by you will be responded to within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- Designated Oracle service manager who is responsible for assisting in the management of service requests, and providing service reviews
- Priority response from Oracle's Product Development team for product bugs initiated for the resolution of service requests
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service customers
- Access to monthly web conference sessions featuring Oracle executives and/or Oracle product technology experts
- Quarterly live chats with senior Oracle product technology experts and/or management, available exclusively to Priority Service customers

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

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

Incident Server Support Package

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests, and is available for as long as Premier Support is available for your Oracle licenses. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time of reinstatement. Incident Server Support is available for the following limited product sets, across all platforms:

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

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

- Access to Oracle*MetaLink* (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

JDeveloper Support

JDeveloper Support is made available for Oracle JDeveloper that has been downloaded from the Oracle Technology Network after June 28, 2005. JDeveloper Support consists of:

- Assistance with service requests 24 hours per day, 7 days a week
- Access to Oracle*MetaLink* (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours (e.g., assistance with support identification numbers, assistance with logging into Oracle*MetaLink*)

Service Request Packages

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

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

Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program.

Program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to Oracle*MetaLink*, Customer Connection, e-Support, Customer Portal, or Customer Center Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

Sustaining Support

Sustaining Support will be available after Premier Support expires. Program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during the Premier Support period, and created during the Extended Support period for those customers who purchased Extended Support.
- Tax, legal, and regulatory updates created during the Premier Support period
- Upgrade scripts created during the Premier Support period

- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to Oracle *MetaLink*, Customer Connection, e-Support, Customer Portal, or Customer Center Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited.

North American Payroll Tax Updates

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

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

North American Payroll Tax Updates will be delivered through Customer Connection (for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs), or through Oracle *MetaLink* (for all other Oracle programs).

When offered, North American Payroll Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for the applicable Oracle program release. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. North American Payroll Tax Updates is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

Cimmetry Maintenance

Cimmetry Maintenance consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Eastern Time of the North America region
- Ability to log service requests online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm>
- Non-technical customer service during local business hours

PREVIOUS TECHNICAL SUPPORT OFFERINGS

A list of technical support offerings that were previously offered by Oracle, or a company acquired by Oracle, is available at <http://www.oracle.com/support/collateral/tsp-previous-offerings.pdf>. The information contained within this list consists of a description of the service offering, date when new sales of the services was eliminated, and renewal options.

WEB-BASED CUSTOMER SUPPORT SYSTEMS

The following policy for Web-Based Customer Support Systems applies to all Oracle product lines except PeopleSoft Enterprise, JD Edwards EnterpriseOne, JD Edwards World, Cimmetry, Hyperion, Agile, Netsure, Bridgestream and LogicalApps:

Oracle*MetaLink* is one of Oracle's five customer support web sites. Access to Oracle*MetaLink* is governed by the Terms of Use posted on the Oracle*MetaLink* web site, which are subject to change. A copy of these terms is available upon request. Access to Oracle*MetaLink* is limited to your designated technical contacts. Access to Oracle*MetaLink* is included with Software Update License & Support, Priority Service, Incident Server Support, JDeveloper Support, Extended Support, and Sustaining Support. For customers with a current Software Updates service contract, limited access to Oracle*MetaLink* is included for patches and bug fix information.

The following policy for Web-Based Customer Support Systems applies to PeopleSoft Enterprise, JD Edwards EnterpriseOne, and JD Edwards World programs only:

Customer Connection is Oracle's second customer support web site. Access to Customer Connection is governed by the Terms of Use (PDF) posted on the Customer Connection web site, which are subject to change. A copy of these terms is available upon request. Access to Customer Connection is included with Software Update License & Support, Extended Support, Sustaining Support, and PeopleSoft World Support Service and is limited to your designated technical contacts.

The following policy for e-Support applies to Hyperion programs only:

e-Support is Oracle's third customer support web site. Access to e-Support is governed by the Terms of Use posted on the e-Support web site at <http://esupport.hyperion.com/>, which are subject to change. A copy of these terms is available upon request. Access to e-Support is limited to your designated technical contacts. Access to e-Support is included with Software Update License & Support.

The following policy for Customer Portal applies to Agile programs only:

Customer Portal is Oracle's fourth customer support web site. Access to Customer Portal is governed by the Terms of Use posted on the Customer Portal web site at <http://support.agilesoft.com>, which are subject to change. A copy of these terms is available upon request. Access to Customer Portal is limited to your designated technical contacts. Access to Customer Portal is included with Software Update License & Support.

The following policy for Customer Center Portal applies to LogicalApps programs only:

Customer Center Portal is Oracle's fifth customer support web site. Access to Customer Center Portal is governed by the Terms of Use posted on the Customer Center Portal web site at <http://support.logicalapps.com>, which are subject to change. A copy of these terms is available upon request. Access to Customer Center Portal is limited to your designated technical contacts. Access to Customer Center Portal is included with Software Update License & Support.

ORACLE COLLABORATIVE SUPPORT

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

SEVERITY DEFINITIONS

Service requests for supported Cimmetry programs may be submitted by you either online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm> or by telephone by dialing +1 514-735-9941. Service requests for all other supported Oracle programs may be submitted by you either online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

Severity 1

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

For all supported Oracle programs other than Agile, Cimmetry, Netsure and Bridgestream programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For Agile programs, reasonable efforts will be made to respond to Severity 1 service requests within four (4) hours during local business hours, excluding holidays; local business hours are Monday through Friday 9:00 A.M. to 5:00 P.M. Pacific Time of the North America region. For Netsure programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 9:00 A.M. to 5:00 P.M. GMT. For Bridgestream programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 7:00 A.M. to 7:00 P.M. Pacific Time of the North America region.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs other than Agile, Cimmetry, Netsure and Bridgestream programs: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

Severity 2

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Severity 4

You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

CONTACT INFORMATION

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

**AMENDMENT TO THE STATE TERM SCHEDULE AGREEMENT #534059
BY AND BETWEEN MYTHICS, INC.
AND THE STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES**

This is an Amendment to the Agreement by and between the State of Ohio, Department of Administrative Services (the "State") and Mythics, Inc. ("Contractor"). This Amendment becomes a part of the Agreement as if written therein. Any terms and conditions of the Agreement not modified or changed by this Amendment shall remain in full force and effect.

In consideration of the mutual promises and obligations contained in the Agreement and this Amendment, the parties agree to modify the Agreement as follows:

For any hardware purchased through Contractor under the Agreement, the attached Oracle Schedule H will be the terms and conditions that govern the relationship between Contractor and the State for use of such hardware. If there are any conflicts between the terms and conditions of the State Term Schedule Agreement and Oracle Schedule H terms and conditions, the latter shall take precedence.

Except as expressly modified in this Amendment, all the terms of the Agreement remain unaffected and unchanged by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment.

MYTHICS, INC.

STATE OF OHIO, DEPARTMENT OF
ADMINISTRATIVE SERVICES

By: 

By: 

Title: Vice President, Contracts

Title: Director

Date: 11/07/2014

Date: 11-13-14