

# Item No. 5



## **“Supplemental Material** **For** **City of Sacramento** **City Council** **Financing Authority** **Housing Authority** **Agenda Packet**

**For the Meeting of:** November 8, 2012

**Title:** Graviton Consulting and Oracle Services, Inc.

**Contact:** Jay Proffitt, Business Systems Analyst, (916) 808-8825; Gary S. Cook, Chief Information Officer, (916) 808-8600, Information Technology Department

**Please find attached a redline of the Ordering Document that is part of the Oracle Supplemental Agreement. This was changed from what was uploaded into ADRS. The Supplemental 8 cover page with Oracle’s signature has no changes.**



**ORDERING DOCUMENT**

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA 94065

<b>Your Name</b>	City of Sacramento	<b>Your Contact</b>	Jay Proffitt
<b>Your Location</b>	PROCUREMENT SERVICES DIVISION	<b>Phone Number</b>	916-808-5539
	5730 24TH STREET, BUILDING FOUR	<b>Email Address</b>	rpham@cityofsacramento.org
	SACRAMENTO, CA 95822		

<b>License Summary</b>	
<b>Product Description / License Type</b>	<b>Quantity</b>
Hyperion Financial Data Quality Management - Application User Perpetual	25
Hyperion Financial Data Quality Management Adapter Suite - Application User Perpetual	25
Hyperion Planning Plus - Application User Perpetual	50
Oracle Hyperion Public Sector Planning and Budgeting - Application User Perpetual	50
Oracle Essbase Plus - Named User Plus Perpetual	25

<b>License Migration</b>			
<b>Net to Net Existing Licenses (Terminated)</b>	<b>CSI</b>	<b>Quantity</b>	<b>Net to Net Migrated Licenses (New)</b>
PEOPLESFT ENTERPRISE PLANNING AND BUDGETING - REPORTED BUDGET	15271912	71100000	Hyperion Planning Plus - Application User Perpetual
PEOPLESFT ENTERPRISE PLANNING AND BUDGETING - REPORTED BUDGET	15893646	71100000	Hyperion Planning Plus - Application User Perpetual
PEOPLESFT ENTERPRISE PLANNING AND BUDGETING - REPORTED BUDGET	15271912	711000000	Hyperion Planning Plus - Application User Perpetual
PEOPLESFT ENTERPRISE UPK - PLANNING AND BUDGETING	15271883	1	Hyperion Planning Plus - Application User Perpetual

<b>Net to Net Migrated Licenses (New)</b>	<b>Quantity</b>	<b>Net Fee</b>
Hyperion Planning Plus - Application User Perpetual	50	175,000.00
Software Update License & Support		40.00
		46,203.84
		58,796.16
		24,601.95

<b>Programs and Program Support Services</b>		
<b>New Licenses</b>		
<b>Product Description / License Type</b>	<b>Quantity</b>	<b>Net Fee</b>
Hyperion Financial Data Quality Management - Application User Perpetual	25	20,300.00
Software Update License & Support		4,466.00
Hyperion Financial Data Quality Management Adapter Suite - Application User Perpetual	25	4,200.00
Software Update License & Support		924.00
Oracle Essbase Plus - Named User Plus Perpetual	25	20,300.00
Software Update License & Support		4,466.00
Oracle Hyperion Public Sector Planning and Budgeting - Application User Perpetual	50	28,000.00
Software Update License & Support		6,160.00
<b>Program and Program Support Fees</b>		<b>88,816.00</b>

<b>Other Fees</b>	<b>Quantity</b>	<b>Net Fee</b>
Back Support Fee	1	3,860.87
<b>Other Fees</b>		<b>3,860.87</b>

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Fee Description	Net Fee
Oracle Programs License Fees	72,800.00
Net to Net Migrated Licenses (New) License Fees	58,796.16
Net to Net Migrated Licenses (New) Support Fees	24,601.95
Oracle Programs Support Fees	16,016.00
Other Fees	3,860.87
<b>Total Fees</b>	<b>176,074.98</b>

## A. Agreement and Modifications to the Agreement

### 1. Agreement

This order incorporates by reference the terms of the agreement specified below and all amendments and addenda thereto between you and Oracle America, Inc. (as a successor in interest to Oracle Corporation) hereinafter "Oracle". The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein. For purposes of this order any reference to "Software Updates" or "Product Support" in the agreement shall have the same meaning as "Software Update License and Support" in this order.

**Agreement: Oracle License and Services Agreement V062606**

### 2. Modifications to the Agreement

For purposes of this ordering document only, the agreement shall be modified as follows:

a. The first sentence of the first paragraph of section C (Rights Granted) shall be deleted and replaced with the following:

"Upon Oracle's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation."

b. The first paragraph of section D (Ownership and Restrictions) shall be amended by adding the following at the end:

"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 to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this agreement."

c. The second sentence of the first paragraph of section E (Warranties, Disclaimers and Exclusive Remedies) shall be deleted and replaced with the following:

"Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery."

d. The last paragraph of section E (Warranties, Disclaimers and Exclusive Remedies) shall be deleted in its entirety and replaced with the following:

"TO THE EXTENT NOT PROHIBITED 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."

e. The first paragraph of section G (Indemnification) shall be deleted in its entirety and replaced with the following:

"If a third party makes a claim against either you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:"

f. The last two sentences of the last-second paragraph of section G (Indemnification) shall be deleted and replaced with the following:

"Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages."

g. The third paragraph of section H (Technical Support) shall be deleted in its entirety and replaced with the following:

"Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew 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 2% over the prior year's fees."

h. Section I (End of Agreement) shall be deleted in its entirety and replaced with the following:

"If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services related to such license plus related taxes and expenses. 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. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive."

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i. The third sentence of the first paragraph of section K (Nondisclosure) shall be deleted and replaced with the following:

“Confidential information shall be limited to the terms and pricing under this agreement and all information clearly identified as confidential at the time of disclosure.”

i. The third sentence of subsection D(2) of section R (Insurance) shall be deleted in its entirety. The parties acknowledge that section R does not contain a subsection C.

**B. Terms Specific to Program(s)**

**1. Delivery and Installation**

a. You are responsible for installation of the programs unless the programs have been pre-installed by Oracle on the hardware you are purchasing under the order or you purchase installation services from Oracle with respect to such programs.

b. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in the Programs and Program Support Services section of this order. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and related program documentation for each program listed. Provided that you have continuously maintained technical support for the programs listed, you may continue to download the software and related program documentation. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to programs under this order, electronic download or otherwise.

**C. General Terms**

**1. Commencement Date**

For all program licenses, the commencement date is the date of shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required. The period of performance for all services for the programs is effective upon shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required.

**2. Territory**

The program licenses included on this order are for use in the U.S.

**3. Summary of Fees**

You have ordered programs and 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

**4. Pricing Invoicing and Payment Obligation**

a. In entering into payment obligations under this order, 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 the agreement, 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 this order and the agreement.

b. Service fees are invoiced after the performance of the service; specifically, technical support fees are invoiced quarterly in arrears, except for back support fees which are invoiced as of the effective date.

c. In addition to the prices listed on the order, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the “Incoterms” referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.

d. Program fees are invoiced as of the commencement date for the programs.

e. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

You may change a hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

**5. Segmentation**

The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

**6. Source Code**

Oracle may deliver source code as part of its standard delivery for particular programs, operating system or integrated software; all source code delivered by Oracle is subject to the terms of the agreement, the applicable order and the applicable program documentation.

**7. Order of Precedence**

In the event of inconsistencies between the terms contained in an order and the agreement, the order shall take precedence. The order will control over the terms contained in any purchase order.

**8. Offer Validity**

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By signing below, the parties agree that the agreement and this order 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 customer's purchase order or elsewhere, shall apply. The offer is valid through 30-NOV-2012 and shall become binding upon execution by you and acceptance by Oracle.

**9. Oracle's License Definitions and Rules**

A copy of Oracle's Definitions and Licensing Rules is attached hereto and incorporated by reference.

**10. Customer Reference**

In consideration of the discounts granted to you under this order, Oracle may refer to you as a customer in sales presentations, marketing vehicles and activities. In addition you agree to become part of Oracle's reference program by working with a representative from Oracle Marketing to develop a customer profile for use on Oracle.com and for other promotional activities at Oracle's discretion. The profile will include a quote from an executive of your company and your company's logo.

**D. Other**

**1. Additional Copies of Programs**

Provided that you have continuously maintained technical support for the programs listed in the table(s) located above section A, you may order media packs at the standard media fee in effect at the time your order is placed provided the programs listed in the table(s) located above section A for use on the computer/operating system combination requested by you are available in a production release.

**2. License Migration**

You agree to migrate licenses previously acquired to new license types and/or program names. The existing licenses to be migrated are specified in the Net to Net Existing Licenses (Terminated) column(s) above. These licenses are migrated to the number of licenses and license types specified in the Net to Net Migrated Licenses (New) column(s) above. All existing licenses that are being migrated will be deemed terminated upon execution of this ordering document.

**3. License Summary**

The license summary section above provides a comprehensive list of the program licenses that you have ordered pursuant to this ordering document. The License Migration and New Licenses sections describe in further detail the program licenses and associated fees.

**4. Back Support Fees**

The back support fee amount as of October 30, 2012 is reflected in the table(s) located above Section A and represents an estimate of the back support fee. The actual back support fee will be processed as of the effective date of this ordering document.

**5. Price Hold**

a. For a period of eighteen (18) months from the effective date of this ordering document, you may order the programs (and first year of Software License Update and Support (SULS) for the programs) at the appropriate license and support fees specified in the price hold table below, provided (i) such programs are available in production release when ordered and (ii) you have continuously maintained SULS for the program licenses listed in the table(s) located above section A.

<b>Program</b>	<b>Quantity</b>	<b>Net License Fee</b>	<b>Net SULS Fee</b>
Hyperion Financial Data Quality Management - Application User Perpetual	1	1,450.00	319.00
Hyperion Financial Data Quality Management Adapter Suite - Application User Perpetual	1	300.00	66.00
Oracle Essbase Plus - Named User Plus Perpetual	1	1,450.00	319.00
Hyperion Planning Plus - Application User Perpetual	1	1,750.00	385.00
Oracle Hyperion Public Sector Planning and Budgeting - Application User Perpetual	1	1,000.00	220.00

b. Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, you are charged for media and the shipping terms are FCA: Shipping Point, Pre-paid and Add

**6. Promotional Discount**

In consideration for this order, you have received a special one-time-only promotional discount on the programs ordered on this ordering document.

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<b>City of Sacramento</b>		<b>Oracle America, Inc.</b>	
<b>Signature</b>	_____	<b>Signature</b>	_____
<b>Name</b>	_____	<b>Name</b>	_____
<b>Title</b>	_____	<b>Title</b>	_____
<b>Signature Date</b>	_____	<b>Signature Date</b>	_____
<b>Effective Date</b>	( to be completed by Oracle )		_____

DRAFT

## **Definitions and Licensing Rules:**

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

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

**Oracle Financing Contract:** is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

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

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

**Technical Support:** For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You 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 ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew 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 your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate 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. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

**Trial Programs:** are defined as additional Programs that may be included with Customer's order which Customer has not ordered but which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

### **Term Designation**

If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

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

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

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

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

### **Order Specific License Definitions and Rules**

**Application 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 Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle

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Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses.

### **Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence**

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.

With respect to the Java SE Advanced and Java SE Suite programs, you may not create, modify, or change the behavior of, or authorize your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the programs are set forth at <http://oracle.com/contracts>.

Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications\*, Oracle Documaker, Oracle Endeca\*, Oracle Knowledge, Oracle Media, Oracle Retail\*, Oracle Enterprise Taxation\*, Oracle Tax, Oracle Utilities\*, Oracle Financial Services\*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare\*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "\*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Foundation for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the prepackaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.

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- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.

Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.

- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.
- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s)). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs may only be used to access data from the Hyperion Planning Plus program. The Oracle Data Integrator – Target Database program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the

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Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.

- The license for the Hyperion Data Relationship Management program includes a limited use license for both the WebLogic Server Standard Edition and BPEL Process Manager programs. Such limited use license means that the WebLogic Server Standard Edition and BPEL Process Manager programs may only be used to enable workflow functions in order to process requests within the Hyperion Data Relationship Management program.
- You may run only one data repository of the Oracle Real User Experience Insight per server regardless of the number of processors that are licensed for a server.

**Failover:** Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/corporate/pricing/pricelists.html>, includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

**Testing:** For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

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