EXHIBIT A – ENTERPRISE PRICING

ENTERPRISE SOFTWARE MODULES

This Exhibit A summarizes the functionality of the Oracle programs in the proposed Oracle solution. The functionality is more particularly described in the program documentation.

SOFTWARE [1]			
Software Modules	Mfr.	Provided Copies	Fee
PEOPLESOFT GLOBAL VERSION APPLICATION SOFTWARE MODULES			
INDIVIDUAL SOFTWARE MODULES			
Enterprise HRMS Software Modules[2]			
Human Resources	Oracle	1	$Included
Payroll for North America[3]	Oracle	1	$Included
Benefits Administration[4]	Oracle	1	$Included
Payroll Interface[5]	Oracle	1	$Included
Time and Labor[6]	Oracle	1	$Included
Candidate Gateway (aka eRecruit)[7]	Oracle	1	$Included
Talent Acquisition Manager (aka eRecruit Manager Desktop)[8]	Oracle	1	$Included
eCompensation[9]	Oracle	1	$Included
eCompensation Manager Desktop[10]	Oracle	1	$Included
eProfile[11]	Oracle	1	$Included
eProfile Manager Desktop[12]	Oracle	1	$Included
eDevelopment[13]	Oracle	1	$Included
eBenefits[14]	Oracle	1	$Included
ePay[15]	Oracle	1	$Included
Directory Interface[16]	Oracle	1	$Included

[1] All Software modules licensed on this Exhibit are PeopleSoft Enterprise Software modules. Unless otherwise explicitly indicated in this Exhibit, all references to Software modules in this Exhibit, including all footnotes, are to PeopleSoft Enterprise Software modules.

[2] Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the HRMS Software modules shall be based on Employee Count.

[3] The license for the Payroll for North America Software module includes a limited use license for the **Human Resources** Software module. Such limited use license means that the **Human Resources** Software module shall only be used in order to access the features and functions of the Payroll for North America Software module.

[4] Licensee must have a license for Human Resources.

[5] Licensee must have a license for Human Resources.

[6] Licensee must have a license for Human Resources.

[7] Licensee must have a license for Human Resources.

[8] Licensee must have a license for Human Resources.

[9] Licensee must have a license for Human Resources.

[10] Licensee must have a license for Human Resources.

[11] Licensee must have a license for Human Resources.

[12] Licensee must have a license for Human Resources.

[13] Licensee must have a license for Human Resources.

[14] Licensee must have a license for Human Resources.

[15] Licensee must have a license for one of the following: (i) Payroll for North America; (ii) Global Payroll Core; (iii) Global Payroll for United Kingdom; (iv) Global Payroll for Germany; (v) Global Payroll for Switzerland; (vi) Global Payroll for Spain; (vii) Global Payroll for France; (viii) Global Payroll for Australia; (ix) Global Payroll for Hong Kong; (x) Global Payroll for Italy; (xi) Global Payroll for Japan; (xii) Global Payroll for Mexico; (xiii) Global Payroll for Brazil; (xiv) Global Payroll for India; (xv) Global Payroll for New Zealand; (xvi) Global Payroll for Singapore; (xvii) Global Payroll for The Netherlands, (xviii) Global Payroll for Malaysia or (xix) Payroll Interface.

ePerformance[17]	Oracle	1	$Included
HRMS Portal Pack	Oracle	1	$Included
Absence Management[18]	Oracle	1	$Included
Enterprise Learning Solutions Software Modules[19]			
Learning Management (aka Enterprise Learning Management)	Oracle	1	$Included
Enterprise EPM Workforce Analytics Software Modules[20]			
Workforce Scorecard[21]	Oracle	1	$Included
Workforce Rewards[22]	Oracle	1	$Included
Workforce Planning	Oracle	1	$Included
HRMS Warehouse	Oracle	1	$Included
Enterprise EPM Financials/ESA Analytics Programs[23]			
Scorecard	Oracle	1	$Included
Enterprise Customer Relationship Management Software[24]			
HelpDesk for Human Resources[25]	Oracle	1	$Included
Enterprise Portal Program[26]			
Enterprise Portal	Oracle	1	$Included
ORACLE ENTERPRISE TOOLS SOFTWARE MODULES[27]			
PeopleTools- Restricted Development[28]	Oracle	1	$Included

[16] Licensee must have a license for Human Resources.

[17] Licensee must have a license for Human Resources.

[18] The license for the Absence Management Software module includes a limited use license for the **Human Resources** Software module. Such limited use license means that the **Human Resources** Software module shall only be used in order to access the features and functions of the Absence Management Software module.

[19] Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Enterprise Learning Solutions Software modules shall be based on Employee Count.

20 Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the EPM Workforce Analytics Software modules shall be based on Employee Count. Notwithstanding anything in the Agreement to the contrary, the license for any EPM Workforce Analytics Software module includes a limited use license to: (i) use the **Enterprise Warehouse** Software module ("EW") only to access the features and functions of such licensed EPM Workforce Analytics Software module(s); and (ii) extend only the EW data tables that are used to facilitate the functionality of such licensed EPM Workforce Analytics Software module(s); and (iii) import data from any source only into the EW data tables that are used to facilitate the functionality of such licensed EPM Workforce Analytics Software module(s); and (iv) export data from the EW to any target, provided, however, that when using the delivered extract, transform and load tool, data may be exported only to any PeopleSoft Software module or back into the original source of such data.

[21] Licensee must have a license for Enterprise Scorecard.

[22] Licensee must have a license for Business Analysis Modeler- Restricted Development.

[23] Unless otherwise explicitly indicated in this exhibit, incremental license fees for the EPM Financials/ESA Analytics programs shall be based on Reported Revenues or, if you are a Oracle Education and Government customer, on Reported Budget. Notwithstanding anything in the agreement to the contrary, the license for any EPM Financials/ESA Analytics program includes a license (i) for full usage of the EPM Foundation (which includes EPM tools, delivered extract, transform, and load tool, delivered metadata management tool and Operational Warehouse (OW) tables only to access the features and functions of such licensed EPM Financials/ESA Analytics program(s); and (ii) to extend only the OW data tables that are used to facilitate the functionality of such licensed EPM Financials/ESA Analytics program(s); and (iii) to import data from any source only into the OW data tables that are used to facilitate the functionality of such licensed EPM Financials/ESA Analytics program(s); and (iv) to export data from the OW to any target, provided, however, that when using the delivered extract, transform and load tool, data may be exported only to any PeopleSoft program or back into the original source of such data.

[24] Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Enterprise Customer Relationship Management Software Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

[25] Incremental license fees for this Software module shall be based on Employee Count.

[26] Unless otherwise explicitly indicated in this exhibit, incremental license fees for the Portal programs shall be based on Reported Revenues or, if you are a Oracle Education and Government customer, on Reported Budget.

[27] Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Tools Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

[28] PeopleTools - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules. This Software module will not be shipped if all other Software modules licensed on this Exhibit are identified as modules that do not require PeopleTools.

PeopleTools Mobile Agent- Restricted Development[29]	Oracle	1	$Included
Business Analysis Modeler – Restricted Development[30]	Oracle	1	$Included
SUBTOTAL PEOPLESOFT ENTERPRISE SOFTWARE LICENSE FEES:			**$Included**
THIRD PARTY SOFTWARE			
Net Express COBOL for Windows/NT (Windows 2000) for __ Named Users and Application Server for Net Express for Windows/NT (Windows 2000)[31]	Micro Focus International	1	$Included
WebSphere[32]	International Business Machines Corporation	1	$Included
SUBTOTAL THIRD PARTY SOFTWARE LICENSE FEES:			$Included
TOTAL LICENSE FEES ON THIS EXHIBIT:			**$409,000.00**

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[29] PeopleTools Mobile Agent - Restricted Development shall be used by Licensee to develop interfaces and modifications only to those licensed PeopleSoft Global Software Modules which require the license of PeopleTools Mobile Agent- Restricted Development as indicated in the footnote of such PeopleSoft Global Software Modules.

[30] Business Analysis Modeler - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules.

[31] Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of Named users for the purpose of performing compilation tasks; and (ii) only one (1) instance of the Net Express for Windows/NT (Windows 2000) compiler may be installed per Named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. This program may only be used with PeopleSoft/ JD Edwards programs licensed by you. "Named user" shall mean only one (1) uniquely identified person having access to the Programs. Named user profiles may not be shared by more than one individual. Notwithstanding anything herein to the contrary: (a) source code is not included; (b) this program is a Supportable program; and (c) Support Services fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.

[32] Notwithstanding anything in the Agreement to the contrary, PeopleSoft shall not be obligated to indemnify Licensee for any claims based on: (i) any third party products identified in the "README" AND "LICENSE.TXT" files included with WebSphere; (ii) open source code delivered with the WebSphere product; (iii) any trade secret embodied within WebSphere; and (iv) the combination, operation or use of WebSphere with any non-International Business Machine Corporation product, data, or apparatus. In addition to the terms set forth in the Agreement and this Schedule, use of this Software module shall be subject to the terms and conditions set forth in the "readme" and "license.txt" [ORACLE please send a copy of the README and LICENSE.TXT files.] files included with the WebSphere Software module, as those terms may change from time to time. Notwithstanding anything herein to the contrary: (a) source code is not included for this Software module; (b) this Software module is a Supportable Module.

ORACLE

ORACLE LICENSE AND SERVICES AGREEMENT

A. Agreement Definitions

"You" and "your" refers to the individual or entity that has executed this agreement ("agreement") and ordered Oracle programs and/or services from Oracle USA, Inc. ("Oracle") or an authorized distributor. The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support. The term "services" refers to technical support, education, outsourcing, consulting or other services which you have ordered. The term "program documentation" refers to the program user manual and program installation manuals. The term "third party programs" refers to programs designated in an ordering document as a third party program.

B. Applicability of Agreement

This agreement is valid for the order to which this agreement accompanies.

C. Rights Granted

Upon Oracle's acceptance of your order, you have the 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. You may allow your agents and contractors to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. If accepted, Oracle will notify you and this notice will include a copy of your agreement. Program documentation is delivered with the programs, or you may access the documentation online at http://oracle.com/contracts. Services are provided based on Oracle's policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order. Upon payment for services, you will have a perpetual, non-exclusive, non-assignable, royalty free license to use for your internal business operations anything developed by Oracle and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the ordering document.

The services provided under this agreement may be related to your license to use programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such programs. Any services acquired from Oracle are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to you under this agreement resulting from the services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

You may not:

- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired); provided, however, you may make the programs available to a third party for the purposes of installation, implementation, or customization for your benefit, and you may outsource the operation of the programs for your benefit.
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs;
- disclose results of any program benchmark tests without Oracle's prior written consent; or
- use the third party programs except in connection with an Oracle owned program.

E. Warranties, Disclaimers and Exclusive Remedies

The provisions of this paragraph and the following two paragraphs do not apply to third party programs. 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. You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services ordered will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the services described in the ordering document.

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

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

With respect to third party programs (as defined in section A above), Oracle will pass through to you, to the fullest extent possible, the warranties from Oracle's licensors as they relate to third party programs.

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.

F.   Trial Programs
You may order trial programs, or Oracle may include additional programs with your order which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide 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 distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and will 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.

G.   Indemnification
If someone makes a claim against you ("Recipient"), that any information, design, specification, instruction, software, data, or material ("Material") furnished by Oracle ("Provider"), and used by the Recipient infringes its intellectual property rights, the Provider will indemnify the Recipient against the claim if the Recipient does the following:
- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives actual notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider reasonably requests to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider 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 Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it and any unused, prepaid technical support fees you have paid for the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based upon third party programs. This section provides the parties' exclusive remedy for any infringement claims or damages.

H.   Technical Support
For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the supportable programs. The term "supportable programs" refers to those programs for which Oracle offers annual technical support services, including third party programs specifically designated on the order as supportable programs. 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.

Oracle offers no less than Sustaining Support until 2013 as provided under the Lifetime Support section of Oracle's Technical Support Policies. The level and the content of Technical Support services acquired are more fully described in Oracle's Technical Support policies in effect at the time the Technical Support services are provided shall remain functionally equivalent for the duration of the relevant Support Period (defined in the Technical Support policies).

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.

Technical support acquired with your order may be renewed annually and, if you renew technical support for the same number of licenses for the same programs (except for any program designated as a third party program), for the first through fourth renewal years the fee for technical support, (except for technical support fees for third party programs), will not increase by more than 5% over the prior year's fees. Unless otherwise provided in your order, the technical support fee for third party programs that are identified as supportable programs licensed pursuant to an ordering document will equal the fee in effect at the time such technical support is renewed. If your order is fulfilled by a member of Oracle's partner program, the fee for technical support (except for technical support fees for third party programs) for the first renewal year will be the price quoted to you by your partner; the fee for technical support (except for technical support fees for third party programs) for the second renewal year will not increase by more than 5% 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.

I.   End of Agreement
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, the other party may terminate this agreement upon written notice to the other party. If Oracle ends this agreement as specified in the preceding sentence or ends the license for the program under the Indemnification section, 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. The preceding sentence is subject to Oracle's obligations for infringement indemnification and product warranty stated in this agreement. Except for nonpayment of fees, we each agree 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 Finance 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 ordered and Oracle may end this agreement. Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J.   Fees and Taxes
All fees payable to Oracle are due within 30 days from the invoice date. Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the programs and/or services you ordered, except for taxes based on Oracle's income. Oracle will not pay any taxes on your behalf if you provide a tax certificate of exemption. Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your order.

K.   Nondisclosure
By virtue of this agreement, 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 this

agreement. Confidential information shall be limited to the terms and pricing under this agreement, any source code for the programs, and all information clearly identified as confidential. 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 this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the information to a federal or state governmental entity as required by law. The confidentiality and non-disclosure requirements in this Section K are subject to the Texas Public Information Act (V.T.C.A., Government Code Ch. 552, as amended) and the "Open Meetings Act" (V.T.C.A., Government Code, Title 5, Chapter 551, as amended).

L.   Entire Agreement
You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the programs and/or services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

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

N.   Export
Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, 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, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

O.   Other
This agreement is governed by the laws of Texas, including, but not limited to, the Texas Public Information Act (V.T.C.A., Government Code Ch. 552, as amended), and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in Collin County, Texas in any dispute arising out of or relating to this agreement.

If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

You may not assign this agreement or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of the programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts.

Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued. Upon 45 days written notice, Oracle may audit your use of the programs, subject to your reasonable security requirements and procedures. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses and/or this agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

The Uniform Computer Information Transactions Act does not apply to this agreement.

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

Q. License Definitions and Rules
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.

Beacon: is defined as each target that is deployed and managed by the program that measures the response time of remote software or hardware interfaces by communicating with those interfaces over protocols, api's or programmatic interactions and measuring the total time elapsed between the initiation of communication and completion of the associated response from the remote interface.

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

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

Application User, Enterprise Asset Management (EAM) User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, TeleSales 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 dates 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 application program for which you have also acquired non read-only licenses.

Base Metric: is defined as that metric limit for which you are licensed to use or benefit from the use of the programs.

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 Page licenses from Oracle.

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.

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

$M Cost of Goods Sold: is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to 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 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.*)

Employee User: 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 or not the individual is actively using the programs at any given time.

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

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

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

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

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 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.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops
Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies may be accessed at http://oracle.com/contracts, and are subject to change.

1K Invoice Line: is defined as one thousand 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 Oracle.

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

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

Metric is defined as that size measurement utilized to: (i) measure the size of your use or benefit from the use of the programs; and (ii) define the limitations of the license granted pursuant to the agreement; and includes Employee Count, Reported Revenues, Student Count, Customer Count and Funds Raised.

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

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.

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

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

Oracle Finance Division Contract: 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.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at http://www.oracle.com/education/oukc/, and is made available to you subject to the terms of this agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/oukc/hosting_policies.html and may be updated by Oracle from time to time without notice to you. Online Courses are made available on a named user basis, and the Passport is made available on a membership basis. In

the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from the effective date of your order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

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

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.

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

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling 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 application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

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

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on processor basis may be accessed by 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 for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at http://oracle.com/contracts, "n" cores shall be determined by multiplying the total number of cores by a factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a factor of .75. All cores on all multicore chips for each licensed program for each factor listed below are to be aggregated before multiplying by the appropriate factor and all fractions of a number are to be rounded up to the next whole number. Notwithstanding the above, when licensing Oracle Standard Edition One or Standard Edition programs on servers with a maximum of 1 processor with 1 or 2 cores, only 1 processor shall be counted.

For example, a Sun UltraSPARC T1 based server installed and/or running the program on 6 cores would require 2 processor licenses (6 multiplied by a factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the program on 7 cores would require 4 processor licenses (7 multiplied by a factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the program on 10 cores would require 8 processor licenses (10 multiplied by a factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

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

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 purchase order. 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 (the number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

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

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 Oracle.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by 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.

Technical Reference 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.

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

Test: is defined as each unit of interaction with a software or hardware interface for which the total time elapsed between the initiation of communication and the completion of the resulting response is measured. A test may run on it's own or be set up in conjunction with additional tests so that there are multiple units of interaction. Each unit of interaction must be counted as a Test; execution of a test or set of tests multiple times does not require additional tests. Examples of tests include but are not limited to, an http-get for a URL, icmp-echo for an IP address and sql-execute for a database.

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

UPK Developer: 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. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK User: 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. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK 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). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

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

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.

Licensing Rules

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

Testing: For the purpose of testing physical copies of backups, 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.

Primary Usage: is defined as each licensed user of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each licensed 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 licensed user with the right to use any or all of the other application programs listed above for which you are licensed. This concept also applies to Application Read-Only Users. Each Application Read-Only User of any of the applications listed above has the right to use any or all of the other application programs listed above for which you have also acquired Application Read-Only User licenses. 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.

You are responsible for ensuring that the following restrictions are not violated:
- Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four processor cores or on a cluster of machines supporting up to a maximum of four processor cores per cluster.
- Oracle Standard Edition One and Internet Application Server Standard Edition One may only be used on machines which have the ability to run a maximum of two processor cores.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and/or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server program (Enterprise Edition, Standard Edition or Java Edition). The number of Identity Management licenses must match the number of licenses of the associated Internet Application Server Standard Edition program.
- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle programs, the number of gigabytes (GB) specified in the program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. You may not exceed the specified GB data store limitation unless you acquire additional licenses from Oracle.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor*
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
BPEL Process Manager	10 Named Users Plus per Processor
Portal	10 Named Users Plus per Processor
Identity Management	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Business Intelligence	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor
Virtual Directory	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Activity Monitoring for Non Oracle Middleware	10 Named Users Plus per Processor
Fusion Middleware for PeopleSoft	10 Named Users Plus per Processor

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

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database

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

Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack

Attachments: Attachment A is for reference only.

The effective date of this agreement shall be _____4/11_____, 2006.

Company Name: _____

Authorized
Signature: _Franklin Ybarbo_

Name: _Franklin Ybarbo_

Title: _Purchasing Agent_

Signature Date: _4/2/06_

per C.O. 2006-338-04-11

ORACLE USA, INC.

Authorized
Signature: _____

Name: _Douglas L. Doran_

Title: _Director, License Contracts_

Signature Date: _4/11/2006_

SCHEDULE #1
TO THE
ORACLE LICENSE AND SERVICES AGREEMENT M_V122005
(ENTERPRISE PRICING)

This independent Schedule to the Oracle License and Services Agreement M_V122005 ("**Schedule**") is made as of _____, 2006 ("**Schedule Effective Date**") by and between Oracle USA, Inc., formerly known as PeopleSoft USA, Inc., ("**Oracle**") and Collin County, TX ("**Licensee**"). This Schedule is part of the Oracle License and Services Agreement M_V122005 between the parties dated 4/11/06 , ("**Agreement**").

On or about August 18, 2005 Licensee and Fort Bend County issued "REQUEST FOR PROPOSAL FORT BEND COUNTY and COLLIN COUNTY RFP No. 05-059," amended on or about August 31, 2006 (collectively the "RFP"). On or about September 15, 2005, Oracle issued "ORACLE USA, INC., RESPONSE TO FORT BEND AND COLLIN COUNTIES REQUEST FOR PROPOSAL NO. 05-059" (the "Oracle Response").

Oracle is not implementing the programs; Licensee intends for a third party ("Solbourne") to implement the programs pursuant to a separate agreement between Licensee and Solbourne (the "Implementation Agreement"). "Solbourne SOW" means the statement of work attached to the Implementation Agreement.

SOFTWARE LICENSE AND SERVICES FEES			
Total License fees from Exhibit A – PeopleSoft Enterprise Software:			$Included
TOTAL: SOFTWARE LICENSE FEES:			**$409,000.00**
SUPPORT SERVICES			
Services	**Mfr.**	**Units**	**Fee**
Standard Support Services for the Initial Services Term	Oracle USA, Inc.	N/A	$89,980.00
TOTAL SERVICES FEES:			**$89,980.00**
CD Pack Description:			
PeopleSoft Enterprise - Human Resources Management System and Campus Solutions CD/Media Pack			$0.00
PeopleSoft Enterprise - Enterprise Learning Solution CD/Media Pack			$40.00
PeopleSoft Enterprise - Enterprise Performance Management Service Pack 2 CD/Media Pack			$60.00
PeopleSoft Enterprise - Customer Relationship Management CD/Media Pack			$50.00
TOTAL FEES:			**$499,130.00**

1.   **Specific Licensed Use:** Licensee's use of the Software is limited to each of the following restrictions.

Territory		United States
Version	**Global Version**[1] (indicate the country specific global version for each country for which the Software will be used)	American English & Associated Functionality
Base Metrics	**Base Employee Count**[2]	1,650

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[1] Notwithstanding anything in the Agreement to the contrary, Licensee is licensed to use and access only those licensed languages and licensed country specific features/functionalities of the global Software version that are available as of the Schedule Effective Date. Any additional licensed languages or licensed country specific features/functionalities that may become available after the Schedule Effective Date as part of the global version of the Software module(s) licensed pursuant to this Schedule may be used and accessed by Licensee only as may be provided pursuant to Support Services, provided Licensee is a current, compliant subscriber to Support Services.

[2] Pricing is based on an Employee Count of 1,650.

Technical Information for PeopleSoft Enterprise Software	Database Version	Oracle
	Operating System	Windows 2003
	Hardware Model	IBM

2.   Payment Terms: Licensee shall pay, or cause a third party to pay, Oracle one hundred percent (100%) of TOTAL FEES on or before that date which is thirty (30) calendar days after the date of Oracle's invoice. Unless explicitly stated in this Schedule, all fees specified herein: (i) are non-cancelable, non-refundable and non-contingent; (ii) are payable in U.S. dollars; and (iii) shall be sent to the attention of Oracle's Accounts Receivable Department. Support Service Fees are invoiced quarterly in arrears.

3.   Services Terms and Conditions:

3.1   Support Services Terms: For a period commencing on the Schedule Effective Date of this Schedule and terminating one (1) year thereafter ("**Initial Services Term**"), Licensee shall receive Support Services for the Supportable Modules licensed pursuant to this Schedule which meet the technical environment set forth herein for the Support Services Fees set forth above.

In the event Support Services are to be provided thereafter, increases in the fee for Support Services for a period terminating four (4) years after the Initial Services Term, other than Support Services for Third Party Software shall not exceed five percent (5%) in each subsequent twelve (12) month period, provided that: (i) Licensee continuously subscribes to Support Services and pays for such services for all Supportable Modules licensed pursuant to this Schedule in a timely manner, (ii) is not in breach of this or any other agreement with Oracle; and (iii) the base upon which the increases are measured will be adjusted to take into account additional license fees, including fees owed pursuant to the Incremental License Fees section. Notwithstanding anything herein to the contrary after the Initial Services Term, the Support Services fee for Third Party Software Supportable Modules licensed pursuant to this Schedule will equal the fee in effect at the time such Support Services are renewed.

In the event Support Services are to be provided for the Supportable Modules licensed pursuant to this Schedule after the period during which the increases have been capped, and Licensee has been a compliant, continuous subscriber to Support Services, the Support Services fee will equal the fee in effect at the time such Support Services are renewed.

Notwithstanding anything in the Agreement to the contrary, Licensee will owe additional Support Services fees each year as set forth in this Schedule for the incremental license fees due pursuant to the Schedule, if any, and for increases in Support Services which relate to Third Party Software.

Thereafter, in the event Support Services are to be provided for the Supportable Modules licensed pursuant to this Schedule, and Licensee has been a compliant, continuous subscriber to Support Services, Licensee shall pay Oracle, on or before the applicable Anniversary Date (defined as the month and day of the Schedule Effective Date), Oracle's fee for Support Services in effect on the Anniversary Date on which Support Services are renewed.

In the event Support Services are not renewed or are terminated and Licensee subsequently requests Support Services, Oracle may, in its sole discretion, reinstate Support Services but only after Licensee pays Oracle the annual Support Services fee, plus a reinstatement fee equal to one hundred fifty percent (150%) of the previous support fees paid, prorated from the date the Support Services are being ordered back to the date that the Support Services lapsed (or the Schedule Effective Date if Support Services were never purchased). Once the reinstatement fee has been assessed, the annual Support Services for the year following reinstatement may be purchased at (i) list support if the lapsed Support Services period is less than six (6) months or if Support Services were never purchased or (ii) previous support fees paid if the lapsed Support Services period is six (6) months or greater.

4. Incremental License Fees

4.1   Incremental License Fees for the EC Software: Licensee may use the EC Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its data at no additional license fee, provided that the Employee Count does not exceed 1,650 (**"Base Employee Count"**). Each year ninety (90) days prior to the Anniversary Date, Licensee shall report to Oracle the Employee Count as of such date and, in the event the Employee Count as of such date exceeds the Base Employee Count, Licensee shall pay, on or before the applicable Anniversary Date, additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount of $40,900, Licensee's Base Employee Count shall be modified to increase by 165. Licensee shall pay as many increments of $40,900 as necessary so that the Base Employee Count exceeds the Employee Count as of that particular Anniversary Date. **"Employee Count"** shall mean the full or part time employees of Licensee and all related entities for whom Licensee and such related entities withhold payroll taxes, and contractors who are or would be deemed "employees" under applicable laws. Collin County Election Workers will not be considered as part of the County's Employee Count provided that the Collin County Election Workers will not have access to the programs. **"EC Software"** shall mean those Software modules licensed pursuant to this Schedule which are priced based upon the Employee Count, as indicated in the Software/Services table in the Exhibit(s) to this Schedule.

5.   Separate Agreement: Oracle may provide services regarding the Software licensed hereunder pursuant to an independent Consulting Services Agreement executed between the parties. Licensee understands and agrees that such Consulting Services Agreement and associated Statements of Services that may be signed are separate and independent contractual obligations from any Schedule or amendment thereto relating to the license of Software. Licensee shall not withhold payments that are due and payable pursuant to this Schedule or any other Schedule(s) or amendment(s) thereto because of the status of work performed under any executed Consulting Services Agreement and associated Statement of Services. In addition, the parties acknowledge that the ability to provide such services: (i) are not exclusive or specific to Oracle; and (ii) are commercially available from a variety of third party service providers.

6.   Definitions: Unless otherwise set forth herein, capitalized terms used herein shall have the same meaning ascribed to them in the Agreement.

"Accessory Products" mean third party software delivered with the Software as a convenience to Licensee, but not licensed under this Agreement. They are licensed to Licensee pursuant to individual end user license agreements that are contained in the software. Accessory Products are not Supportable Modules.

"Base Metric" means that Metric limit for which Licensee and related entities are licensed to use or benefit from the use of the Software.

"Metric" means that size measurement utilized to: (i) measure the size of Licensee and related entities licensed to use or benefit from the use of the Software; and (ii) define the limitations of the license granted pursuant to the Agreement; and includes Employee Count, Reported Revenues, Student Count, Customer Count and Funds Raised.

"Support Services" means that particular package of services as may be offered by Oracle and selected by Licensee and which are designed to support the Supportable Modules, and the standard terms and conditions thereto, in effect on the later of the following: (i) the date fees are received for such services offered by Oracle which are designed to support the Supportable Modules, and (ii) the first date of the period for which services offered by Oracle which are designed to support the Supportable Modules are provided.

"Supportable Modules" are those Software modules for which Oracle offers some sort of maintenance services, and are comprised of: (i) Software excluding the Third Party Software modules; (ii) Tools; and (iii) those Third Party Software modules specifically designated in the Schedule as "Supportable Modules".

"Updates" means those subsequent releases of the Software and Documentation which are generally made available to licensees of the Software which are similarly situated to Licensee, as part of Support Services at no additional charge, other than the fees for Support Services, media and handling charges. Updates shall not include any releases, enhancements, functionality or products which Oracle licenses separately or charges for separate from Support Services. The use of an Update may be subject to additional terms and Licensee may be required to agree to such terms in writing prior to receiving an Update. Updates are delivered only if and when available.

From time to time, Oracle may elect to discontinue a Program for which Customer has purchased a Program license ("Old Software") under this Ordering Document and may elect to make available another product with a different product name with substantially similar functionality (or which is advertised or marketed by Oracle as a replacement product) as the Old Software ("New Software"). New Software may, at Oracle's sole discretion, also include additional functionality. Oracle will provide Customer with a migration path from the Old Software to the New Software and the right to use the new Software under this Ordering Document at no charge, provided that (i) Customer has continuously maintained Technical Support (or reinstated Technical Support as required by Oracle) for the Old Software; (ii) the New Software is available in production release status on the operating system identified by Customer at the time of the request; and (iii) Oracle generally makes available, at no charge, such migration path from the Old Software to the New Software to all of its other supported customers.

Also, provided that Customer has continuously maintained Technical Support (or reinstated Technical Support as required by Oracle) if Oracle does not provide to all of its supported customers a migration path from the Old Software to the New Software at no additional charge, then Oracle will provide Customer with the right to use, under this Ordering Document at no charge, only the functionality contained in the New Software that is substantially similar to the functionality contained in the Old Software, provided that Customer shall not have the right to use nor shall it use any additional functionality in such New Software.

7.   Expiration of Offer: The offer set forth in this Schedule and in the Agreement is valid only through April 15, 2006, and if the Schedule and Agreement, if applicable, are not executed by both parties by such date, the offer is rescinded, all terms are null and void, and neither party shall have any obligation in relation thereto.

8.   Miscellaneous Information:

8.1   Electronic Product Delivery Plus Shipment: Notwithstanding anything in the Agreement to the contrary, the Exhibit(s) attached to this Schedule specify the Software that Oracle has made available to Licensee for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com. Through the Internet URL, Licensee can access and electronically download the software programs and Documentation for the Software licensed under this Schedule which is currently available in production release as of the Schedule Effective Date. Please be advised that not all Software is available on all platforms. For current program availability please check the electronic delivery web site. Licensee acknowledges that Oracle's delivery obligation under this Schedule is met by the provision of the electronic delivery web site URL. The attached Exhibit(s) also specify the Software which is currently being shipped to Licensee. On Licensee's behalf Oracle shall deliver to the address specified by Licensee on licensee's purchasing document or when the purchasing document does not indicate a ship to address, Oracle shall deliver to Licensee's address as specified in the shipping information section, the Software on the attached Exhibit(s) that include 1 copy of the Software media and 1 set of Documentation (in the form generally available). Unless otherwise ordered by Licensee, Licensee shall be responsible for installation of the software. Licensee acknowledges that the fees owed for the Software are due irrespective of whether the Software media and Documentation is shipped. Licensee agrees to pay applicable media and shipping charges. Provided Licensee continuously maintains Support Services, Licensee may continue to download the software programs for the Software licensed under this Schedule at the electronic delivery web site. The following shipping terms shall apply: FCA Shipping Point, Prepaid and Add.

Licensee acknowledges that licensee accepts sole responsibility for (i) licensee system configuration, design and requirements, (ii) the selection of the programs to achieve licensee's intended results, and (iii) modifications,

changes or alterations to the programs. Licensee further acknowledges that licensee has had an opportunity to review the program documentation, understand the functionality of the programs and its ability to work with licensee's systems and to support licensee's business, and that licensee has made licensee own evaluation in deciding to license the programs.

8.2

SHIPPING INFORMATION	BILLING INFORMATION	SITE INFORMATION	TRAINING ADMINISTRATOR
Contact: Greg Elliott	Contact: Greg Elliott	Contact: Greg Elliott	Contact: Greg Elliott
Address: 210 S. McDonald Street	Address: 210 S. McDonald Street	Address: 210 S. McDonald Street	Address: 210 S. McDonald Street
Suite 540	Suite 540	Suite 540	Suite 540
McKinney, TX 75069	McKinney, TX 75069	McKinney, TX 75069	McKinney, TX 75069
Phone: 972-548-4587	Phone: 972-548-4587	Phone: 972-548-4587	Phone: 972-548-4587
Fax: 972-547-7269	Fax: 972-547-7269	Fax: 972-547-7269	Fax: 972-547-7269
email: gelliott@co.collin.tx.us	email:gelliott@co.collin.tx.us	email: gelliott@co.collin.tx.us	email: gelliott@co.collin.tx.us

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing this Schedule and to bind their respective party thereto.
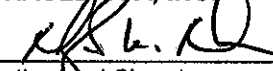
ACCEPTED BY:
COLLIN COUNTY, TX

Franklin Ybarbo
Authorized Signature

Franklin Ybarbo
Printed Name and Title

_4/12/06_
Date

ACCEPTED BY:
ORACLE USA, INC.

_KK L. K_
Authorized Signature

DOUGLAS L. DORAN   DIRECTOR,
LICENSE CONTRACTS
Printed Name and Title

_4/11/2006_
Date

Attachments:
-Exhibit A
-OLSA_M_v122005