A. Agreement and Modifications to the Agreement

1. Agreement

This order incorporates by reference the terms of the Oracle License and Services Agreement OLSA_11927940 1-MAR-2011 and all amendments and addenda thereto (the “Master Agreement”). The following defined terms in the Master Agreement shall have the same meaning as the stated terms in this order: “agreement” and “Master Agreement”; “programs” and “Programs”; “program documentation” and “Program Documentation”; “services” and “Program-related Service Offerings”/“Hardware-related Service Offerings”; “Software Updates” or “Product Support” and “Software Update License & Support”; “you/your and “You/Your.”

B. General Terms

1. Summary of Fees

a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

b. You have ordered Hardware and/or Programs and 12 months of technical support services.

2. Commencement Date

All program licenses and the period of performance for all services are effective upon the effective date of this ordering document. If shipment of tangible media is required, the program licenses and the period of performance for all services are effective upon shipment of tangible media.

3. Territory

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

4. Pricing Invoicing and Payment Obligation

a. Program fees are invoiced as of the Commencement Date for the Programs.

b. 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.

c. You understand that You may receive multiple invoices for the products and/or Service Offerings You ordered.

d. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.

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

f. 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 Master 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 Master Agreement.

5. Segmentation

The purchase of any products (i.e., hardware (including integrated software and operating system) and programs) and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any products and related Service Offerings or other Service Offerings independently of any other products or Service Offerings. Your obligation to pay for (a) any products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other products or (b) other Service Offerings is not contingent on delivery of any products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

6. Offer Validity

This order is valid through 19-MAY-2017, and shall become binding upon execution by You and acceptance by Oracle.

7. Oracle's License Definitions and Rules

A copy of Oracle's Definitions and Licensing Rules is attached hereto and incorporated by reference. To fully understand Your license grant, You need to review the definition for the licensing metric and term designation as well as the licensing rules, which are listed below.

8. Customer Reference

Oracle may refer to You as an Oracle customer of the ordered products and Service Offerings in sales presentations, marketing vehicles and activities.

9. 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.

10. Order of Precedence

In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

C. Terms Specific to Program(s) and Program-Related Service Offerings

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 unless You purchase installation services from Oracle for those 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 Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent 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 the applicable order, electronic download or otherwise.
D. Other

1. Promotional Discount

In consideration for this order, You have received a special one time only promotional discount on the Programs ordered on this order.

2. Campus Wide Programs

Campus Wide Programs. In consideration for licensing all full-time and part-time students, faculty and staff, we give you the following rights for one year from the effective date of this ordering document:

a) Internet Access. You may allow an unlimited number of internet users to access any of the Campus Wide Programs licensed under Section A.1 of this ordering document, provided the access is for viewing, querying, or adding data associated with your administrative, teaching, research or community service functions. You may charge a fee for such internet access provided the fee is designed only to reimburse you for your costs incurred in developing and administering your business program.

b) OAI and WDP Membership. As of the effective date of this ordering document, teaching departments at your institution may participate in the Oracle Academic Initiative (OAI) and/or the Oracle Workforce Development Program (WDP) or successor programs that may replace OAI/WDP, as available in your country. The OAI/WDP membership fee will be waived for any department that elects to incorporate Oracle programs into its classroom teaching. Teaching departments may apply for the free membership at http://oai.oracle.com or http://workforce.oracle.com. Once the teaching department is established as an OAI/WDP member, the department will be licensed to use the programs available under OAI/WDP for the purposes set forth in the applicable agreement.

c) User Minimums. The user minimum table in the License Definitions and Rules section of the agreement does not apply to Campus Wide Programs. On the yearly anniversary of the effective date of this ordering document, you must acquire additional licenses for any additional full-time and part-time students, faculty and staff in order to extend the rights listed above (Internet Access, OAI and WDP Membership, User Minimums) for a subsequent year. These programs may not be used for non-medical school functions of an associated medical center or university hospital (e.g., patient management and billing).

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Definitions and Licensing Rules:

Order Specific License Definitions and Rules

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.

Named User Plus / Named 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. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non-human operated device will be counted as a named user plus in addition to all individuals authorized to use the 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.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the users of the Program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following Programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database, Load Testing Suite for Oracle Applications, and Oracle Test Starter Kit for Utilities (Load Testing), each emulated human user and non-human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack only (a) the users of the database servers where masked data or data subsets originate and (b) the users of the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application Program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate, only (a) the users of the Oracle database from which You capture data and (b) the users of the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all users for all sources must be counted.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which You capture data and (b) the users of the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which You capture data and (b) the users of the Non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Application Development Framework Mobile, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

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.

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.
Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence

**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/us/corporate/pricing/price-lists/index.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.

**You are responsible for ensuring that these restrictions are not violated:**

You are responsible for ensuring compliance with the Technology Associated Program Matching Table which may be accessed at http://oracle.com/contracts.