

AMENDMENT #4

It is agreed by and between the State of Vermont, Agency of Human Services (AHS) (hereafter called the "State") and Oracle America, Inc. (hereafter called the "Contractor") that the contract on the subject of software licenses and software maintenance support services, effective February 28, 2011, and Amendment #1 effective July 1, 2011 and Amendment #2 effective February 28, 2012, and Amendment #3 effective February 28, 2013 (hereafter collectively called the "Agreement," State Contract #18928) is hereby amended effective December 24, 2013, as follows:

1. By deleting on page "1 of 2" of the Standard Contract, section 3 (Maximum Amount) and substituting in lieu thereof the following section 3:

3. Maximum Amount. In consideration of the software programs provided and services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$10,649,949.51.

2. By adding to Attachment A, beginning on page 16 of 24 of the base agreement and as changed by Amendments 1, 2, and 3, Exhibit 2 to Attachment A beginning on page 2 of 6 of this Amendment 4.

3. By deleting on page "2 of 2" of the Standard Contract, section 4 (Contract Term) the following line.

Attachment A – Statement of Work, including Exhibit 1 to Attachment A

and substituting in lieu thereof the following line:

Attachment A – Statement of Work, including Exhibit 1 and Exhibit 2 to Attachment A

The parties agree that the effective date of the Agreement shall be February 28, 2011. Each party hereby represents to the other party that this Amendment #4 (a) has been duly authorized by such party, (b) has been duly executed by an authorized representative of such party and (c) and is a valid, legally binding and enforceable agreement against such party.

This Amendment #4 consists of 6 pages. Except as modified by this amendment, all provisions of the Agreement (#18928) shall remain unchanged and in full force and effect.

STATE OF VERMONT
Agency of Human Services (AHS)

CONTRACTOR
Oracle America, Inc.

By:

By:

Date:

Date:

Exhibit 2 to Attachment A



AMENDMENT FOUR TO THE ORDERING DOCUMENT

Customer Name: State of Vermont – Agency of Human Services (AHS)
Customer Location: 208 Hurricane Lane, Suite 103, Williston, Vermont 05495

ORACLE CONTRACT INFORMATION

This document (this “OD Amendment Four”) amends the ordering document dated February 28, 2011, as amended by the terms of Amendment #1 to Contract #18928 dated July 1, 2011 and Amendment #2 to Contract #18928 dated February 28, 2012, and Amendment #3 to Contract #18928 dated February 28, 2013, and all amendments and addenda thereto (collectively, the “ordering document”), between State of Vermont – Agency of Human Services (AHS) (“you”) and Oracle America, Inc. (“Oracle”). All terms used but not otherwise defined in this OD Amendment Four shall have the meanings given to such terms in the ordering document.

WHEREAS, subject to the terms and conditions of this Amendment, the parties desire to amend the ordering document as follows:

- add to the Quantity Based Programs, the programs set forth in Section 1.1., Table A-2 to this OD Amendment Four (the “Additional Quantity Based Programs”), and

WHEREAS, the parties also desire to amend and update certain other provisions of the ordering document, as set forth below;

NOW THEREFORE, in consideration of the representations and agreements contained in this OD Amendment Four and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the ordering document as follows:

1. CHANGES TO THE ORDERING DOCUMENT

The ordering document shall be amended as follows:

- 1.1 Section A-2 (Programs and Services / Quantity-based Programs) of the ordering document shall be modified to add the following new quantity based programs to Table A-2

Table A-2

Product Description / License Type	Quantity	AHS Use	AoA Use
Oracle WebCenter Capture – Processor Perpetual	48	A	D
Oracle WebCenter Forms Recognition – Processor Perpetual	8	A	D
Oracle WebCenter Distributed Capture – Processor Perpetual	48	A	D
*Access Management Suite Plus – Employee User Perpetual	250	A	D
*Access Management Suite Plus – Non-Employee User Perpetual	109,750	A	D

- 1.2 Delete section A-3 and replace with the following:

A-3. Total Fees¹

	Net Fees
Net Existing License Fees	6,146,787.68
Net New License Fees	317,060.50
Net Existing Technical Support Fees	1,352,977.94
Net New Technical Support Fees	80,455.19
Total Fees	7,897,281.31

¹ NOTE: The total estimated maximum contract amount from the attached Estimated Contract Maximum Amount Schedule Exhibit is \$10,649,949.51.

1.3 Delete section B.2.a (Use and Limitations / AHS Use) and replace with the following:

“a. **AHS Use.** The programs in sections A-1 and A-2 where there is an “A” in the column entitled “AHS Use” are limited-use licenses that may only be used solely for the Vermont Service Oriented Architecture – Infrastructure Components Project to support AHS’ technical infrastructure and business applications in order to support the provision of services for Vermont’s Human Services functions by you and the following AHS departments (collectively, the “Authorized Users of the AHS Use programs”): the Department of Mental Health (DMH); the Department of Disabilities, Aging and Independent Living (DAIL); the Department for Children and Families (DCF); the Department of Vermont Health Access (DVHA); the Department of Health (VDH); and the Department of Corrections (DOC). You warrant and represent that you have the full legal authority to bind the Authorized Users of the AHS Use programs to the terms and conditions of this ordering document and agreement, and that you shall be responsible for any breach by such Authorized Users of the AHS Use programs.”

1.4 Delete section B.2.d (Use and Limitations / AoA Use) and replace with the following:

“d. **AoA Use.** The programs listed in sections A-1 and A-2 where there is a “D” in the column entitled “AoA Use” are limited-use licenses that may only be used solely for the Vermont Service Oriented Architecture – Infrastructure Components Project to support AHS’ technical infrastructure and business applications in order to support the provision of services for Vermont’s Human Services functions by you, the State of Vermont Agency of Administration (AoA), and the following AoA departments (collectively, the “Authorized Users of the AoA Use programs”): the Department of Finance and Management; the Department of Buildings and General Services, Department of Human Resources (DHR); the Department of Information and Innovation (DII); the Department of Libraries, and the Department of Taxes. You warrant and represent that you have the full legal authority to bind the Authorized Users of the AoA Use programs to the terms and conditions of this ordering document and agreement, and that you shall be responsible for any breach by such Authorized Users of the AoA Use programs.”

1.5 Section B.2 (Use and Limitations) shall be amended to add the following new paragraph as a new subsection e:

“e. **Oracle Adaptive Access Manager (OAAM) Functionality.** The programs listed in section A-2 and denoted with an asterisk (*) are limited to only the Oracle Adaptive Access Manager (OAAM) functionality.”

1.6 Sections B.3 (Commencement Date) and B.5.b (Fees, Invoicing, and Payment Obligation) of the ordering document shall not apply to this OD Amendment Four. Please see section 2.3 of this OD Amendment Four below for the “amendment commencement date”.

1.7 Delete section B.7 (Total Support Stream) of the ordering document in its entirety and replace it with the following:

“For purposes of this ordering document, the “Total Support Stream” shall mean: (i) the existing technical support for the Converted and Replaced Licenses; (ii) the technical support for the Reinstated Licenses (pursuant to Amendment #1 to the Contract); and (iii) the technical support for the program licenses specified in sections A-1 and A-2 of the ordering document (as amended by Amendments #3 and #4 to the Contract), including but not limited to the Unlimited Deployment Programs.”

2. FEES, INVOICING AND PAYMENT OBLIGATIONS

2.1 You agree to pay Oracle the license and services fees set forth in the table below for the program licenses acquired under this OD Amendment Four and technical support services as described in Section 4 below.

	Net Fees
Net New License Fees	317,060.50
Net New Technical Support Fees	80,455.19
Total Net Fees	397,515.69

2.2 All fees under this OD Amendment Four are non-cancelable and the sums paid nonrefundable, except as provided in the agreement. All fees on this OD Amendment Four are in U.S. dollars.

2.3 All program licenses and the period of performance for all services acquired under this OD Amendment Four are effective upon shipment of tangible media or upon the effective date of this OD Amendment Four if shipment of tangible media is not required (such effective date being referred to as the “**amendment commencement date**”).

2.4 License fees are invoiced as of the amendment commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears.

2.5 In addition to the fees listed in the table in section 2.1 above, Oracle will invoice you for any applicable shipping charges or applicable taxes.

2.6 In entering into payment obligations under this OD Amendment Four, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this OD Amendment Four, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this OD Amendment Four 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 for any program licensed under this OD Amendment Four, per the terms of this OD Amendment Four, the ordering document, and the agreement. The program licenses provided in this OD Amendment Four are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

3. DELIVERY

3.1 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 section 1.1 to this OD Amendment Four. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date of this OD Amendment Four the software and related program documentation for each program listed in section 1.1 to this OD Amendment Four. Provided that you have continuously maintained technical support for the programs licensed under the ordering document and this OD Amendment Four, you may continue to download the software and related program documentation for the programs listed in section 1.1 to this OD Amendment Four. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You further acknowledge that Oracle is under no further delivery obligation under this OD Amendment Four, electronic download or otherwise and that you shall be responsible for installation of the software.

4. AMENDMENT TECHNICAL SUPPORT

4.1 Technical support for the programs acquired under this OD Amendment Four include (i) the new technical support fees for the additional quantity based programs listed in section 1.1 to this OD Amendment Four (the "**Amendment Technical Support**"). Under section 2 of this OD Amendment Four, you have purchased the Amendment Technical Support from December 24, 2013 to February 17, 2015 (421 days), which is \$80,455.19. You acknowledge and agree that the Amendment Technical Support is added to, and must be maintained as a part of, the Total Support Stream and your support obligations under the ordering document (as amended by this OD Amendment Four).

4.2 For purposes of Oracle's technical support policies, the technical support acquired under both this OD Amendment Four and the ordering document shall be considered to have been purchased under a single order.

4.3 Notwithstanding anything to the contrary in the ordering document, you acknowledge that for purposes of determining the fees for the annual renewal of technical support for the program licenses acquired under section A of the ordering document (as amended by this OD Amendment Four) that shall take place on February 18, 2015, the annual (12 month) amount of the prior year's technical support fees for such program licenses (which amount shall include fees attributable to the Amendment Technical Support) shall be \$69,753.31.

4.4 Nothing in this OD Amendment Four shall be deemed to relieve you of your obligation to maintain all of the components of the Total Support Stream (as amended by this OD Amendment Four) in order to receive your Unlimited Deployment Right and technical support for the program licenses acquired under the ordering document (as amended by this OD Amendment Four). Notwithstanding anything to the contrary in this section, you acknowledge that the Total Support Stream and the technical support fees owed by you for the program licenses acquired under the ordering document (as amended by this OD Amendment Four) may also increase as a result of your reorganization in accordance with section C.2 of the ordering document, and/or inclusion of any Omitted Licenses (as defined in section D.1.b of the ordering document).

5. ORDER OF PRECEDENCE

5.1 The parties agree that the terms of this OD Amendment Four will prevail in the event of any inconsistencies with any terms of the ordering document.

**STATE OF VERMONT
AMENDMENT TO STANDARD CONTRACT
Oracle America, Inc.**

**Page 5 of 6
Contract # 18928
Amendment #4**

Other than the addition of the changes above, the terms and conditions of the ordering document remain unchanged and in full force and effect.

ORACLE AMERICA, INC.

State of Vermont – Agency of Human Services (AHS)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Effective Date: December 24, 2013

ESTIMATED CONTRACT MAXIMUM AMOUNT SCHEDULE EXHIBIT

The amounts specified in the following table are based on the technical support caps set forth in section D.3 of the ordering document (as amended by section 1.14 of Amendment #3) and includes the estimates (denoted with an asterisk (*) in the table below) for the not-to-exceed amounts for the applicable technical support renewal periods. The estimates are subject to change pursuant to the terms of the ordering document, including sections C.2 and D.1.b.

Item	Amount (USD)
Net license fees for the existing program licenses	3,157,452.99
Net technical support fees for the existing program licenses (as adjusted under Amendment #1)	2,795,203.73
\$695,324.31 (12 months, February 18, 2011 – February 17, 2012)	
\$695,324.31 (12 months, February 18, 2012 – February 17, 2013)	
\$695,324.31 (12 months, February 18, 2013 – February 17, 2014)	
* \$709,230.80 (12 months, February 18, 2014 – February 17, 2015)	
Net license fees for the additional program licenses (acquired under Amendment #3)	2,989,334.69
Net technical support fees for the additional program licenses (acquired under Amendment #3)	1,310,442.41
\$639,635.71 (355 days, February 28, 2013 – February 17, 2014)	
* \$670,806.70 (12 months, February 18, 2014 – February 17, 2015)	
Net license fees for the new program licenses acquired under OD Amendment Four	317,060.50
Net technical support fees for the new program licenses (acquired under OD Amendment Four)	\$80,455.19
\$80,455.19 (421 days, December 24, 2013 – February 17, 2015)	
 Estimated Maximum Contract Amount	 <u>\$ 10,649,949.51</u>

NOTE: The net license fees are one-time fees. The technical support services may be renewed annually, as described in section D.3 of the ordering document.