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

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Contract # 18928
Amendment #3

AMENDMENT #3

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 (hereafter collectively called the "Agreement," State Contract #18928) is hereby amended effective February 28, 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. <u>Maximum Amount.</u> 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 $10,252,433.82.

2. **By deleting on page "1 of 2" of the Standard Contract, section 4 (Contract Term) and substituting in lieu thereof the following section 4:**

   4. <u>Contract Term.</u> The period of contractor's performance shall begin on February 18, 2011 and end on February 17, 2015. Notwithstanding the expiration of the Contract Term, the State shall have the right, subject to appropriations, to renew technical support on an annual basis in accordance with Section H (Technical Support) and section D.3 of Attachment A (Technical Support Renewal and Technical Support Cap).

3. **By (a) modifying the Oracle Ordering Document (from page "16 of 24" to page "24 of 24") under Attachment A (Statement of Work) pursuant to the attached Amendment to the Ordering Document, and (b) adding the Amendment to the Ordering Document as *Exhibit 1 to Attachment A*.**

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

   Attachment A – Statement of Work

   and substituting in lieu thereof the following line:

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

The parties agree that the effective date of the Agreement shall be February 28, 2013.

Each party hereby represents to the other party that this Amendment #3 (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 #3 consists of 13 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)

By:_____

_____

Date:_____

CONTRACTOR
Oracle America, Inc.

By:_____

_____

Date: _____

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Exhibit 1 to Attachment A

ORACLE®

AMENDMENT THREE TO THE ORDERING DOCUMENT

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

O R A C L E   C O N T R A C T   I N F O R M A T I O N
This document (the "**OD Amendment Three**") 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, (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 Three shall have the meanings given to such terms in the ordering document.

1.   CHANGES TO THE ORDERING DOCUMENT

The ordering document shall be amended as follows:

1.1   Section A (Programs and Services) of the ordering document shall be modified as follows:

      1.1.1   Add the following introductory paragraph at the beginning of section A:

"**State of Vermont – Agency of Human Services (AHS)** has ordered the program licenses and 12 months of technical support services described below. Listed below is a summary of net fees due under this ordering document."

      1.1.2   Delete sections A-1 and A-2 and replace with the following:

"**A-1. Unlimited Deployment Programs.** The programs listed below in Tables A-1-a and A-1-b of this section A-1 are for use by an unlimited number of the associated license type(s) as specified below for a period from the effective date of this ordering document until February 17, 2015, subject to the fixing requirements and all other terms and conditions of this ordering document (each such program being referred to as an "**Unlimited Deployment Program**" and collectively as the "**Unlimited Deployment Programs**").

All fees on this ordering document are in US Dollars.

Table A-1-a

Product Description / License Type	Quantity	AHS Use	Statewide Use
Oracle Database Enterprise Edition - Processor Perpetual	Unlimited	A	C
Real Application Clusters - Processor Perpetual	Unlimited	A	C
Advanced Security - Processor Perpetual	Unlimited	A	C
Oracle Active Data Guard - Processor Perpetual	Unlimited	A	C
Diagnostics Pack - Processor Perpetual	Unlimited	A	C
Tuning Pack - Processor Perpetual	Unlimited	A	C
Database Lifecycle Management Pack - Processor Perpetual[1]	Unlimited	A	C
Business Intelligence Publisher - Processor Perpetual	Unlimited	A	
Oracle Policy Modeling - Application User Perpetual	Unlimited	A	
Oracle Policy Automation - Processor Perpetual	Unlimited	A	
Oracle Policy Automation Connector for Siebel - Processor Perpetual	Unlimited	A	
Siebel Public Sector CRM Base Option - Application User Perpetual	Unlimited	A	
Siebel CRM Base - Application User Perpetual	Unlimited	A	
Siebel Tools - Application User Perpetual	Unlimited	A	
Siebel Public Sector Partner Portal - Registered User Perpetual	Unlimited	A	

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[1] Database Lifecycle Management Pack contains Change Management Pack, Configuration Management Pack for Oracle Database, and Provisioning and Patch Automation Pack for Database.

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Product Description / License Type	Quantity	AHS Use	Statewide Use
Siebel Public Sector eService - Processor Perpetual	Unlimited	A	
Siebel Partner Manager - Application User Perpetual	Unlimited	A	
Oracle Tutor - Application User Perpetual[2]	Unlimited	A	
Oracle Enterprise Governance, Risk, and Compliance Manager - Application User Perpetual[3]	Unlimited	A	
Oracle Application Management Suite for Siebel - Processor Perpetual	Unlimited	A	
WebLogic Suite - Processor Perpetual	Unlimited		B
Identity Analytics - Employee User Perpetual	Unlimited		B
Identity and Access Management Suite Plus - Processor Perpetual	Unlimited		B
Identity Manager Connector - Database Applications Table - Connector Perpetual	Unlimited		B
Identity Manager Connector - Database User Management - Connector Perpetual	Unlimited		B
Identity Manager Connector - Microsoft Active Directory - Connector Perpetual	Unlimited		B
Identity Manager Connector - Microsoft Exchange - Connector Perpetual	Unlimited		B
Identity Manager Connector - PeopleSoft Enterprise Applications - Connector Perpetual	Unlimited		B
Identity Manager Connector - Microsoft Windows - Connector Perpetual	Unlimited		B
Identity Manager Connector - UNIX - Connector Perpetual	Unlimited		B
Identity Manager Connector - RSA Authentication Manager - Connector Perpetual	Unlimited		B
Identity Manager Connector - Siebel Enterprise Applications - Connector Perpetual	Unlimited		B
Identity Manager Connector - IBM RACF - Connector Perpetual	Unlimited		B
Management Pack Plus for Identity Management - Processor Perpetual	Unlimited		B
SOA Management Pack Enterprise Edition - Processor Perpetual	Unlimited		B
WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	Unlimited		B
SOA Suite for Oracle Middleware - Processor Perpetual	Unlimited		B
Unified Business Process Management Suite - Processor Perpetual	Unlimited		B
Audit Vault Server - Processor Perpetual	Unlimited		B
Audit Vault Collection Agent - Processor Perpetual	Unlimited		B
Oracle Management Pack for WebCenter - Processor Perpetual[4]	Unlimited		B
Oracle WebCenter Portal - Processor Perpetual[5]	Unlimited		B
Oracle Customer Hub Data Steward - Application User Perpetual	Unlimited		B
Oracle Customer Hub B2B - Record Perpetual	Unlimited		B
Oracle Customer Hub B2C - Record Perpetual	Unlimited		B
Oracle Activity Hub B2B for Oracle Customer Hub B2B - Record Perpetual	Unlimited		B
Oracle Activity Hub B2C for Oracle Customer Hub B2C - Record Perpetual	Unlimited		B
Oracle Customer Master Data Management Integration Base Pack - Processor Perpetual	Unlimited		B

Table A-1-b

Product Description / License Type	Quantity	AHS Use	AoA Use	Statewide Use
Siebel Financial Services CRM Base Option - Application User Perpetual	Unlimited	A		
Siebel Test Automation Interfaces - Application User Perpetual	Unlimited	A		
Siebel CTI - Application User Perpetual	Unlimited	A		
Siebel Smart Answer Connector - Application User Perpetual	Unlimited	A		
Siebel Remote Client - Application User Perpetual	Unlimited	A		
Siebel Data Quality - Application User Perpetual	Unlimited	A		
Siebel Email Response - Application User Perpetual	Unlimited	A		
Siebel Field Service - Application User Perpetual	Unlimited	A		
Siebel Smart Answer for Service - Application User Perpetual	Unlimited	A		
Siebel HelpDesk Option - Application User Perpetual	Unlimited	A		
Siebel CRM Web Channel for Customers - up to 15 Objects - Processor Perpetual	Unlimited	A		

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[2] Note: Oracle Tutor is no longer offered for new purchases.
[3] Formerly, "Oracle Governance, Risk, and Compliance Manager
[4] Formerly, "Management Pack for WebCenter Suite"
[5] Formerly, "WebCenter Suite"

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Product Description / License Type	Quantity	AHS Use	AoA Use	Statewide Use
Siebel Individual Coverage - Application User Perpetual	Unlimited	A		
Siebel Group Policies - Application User Perpetual	Unlimited	A		
User Productivity Kit Standard - UPK Developer Perpetual	Unlimited	A		
User Productivity Kit Standard - Application User Perpetual	Unlimited	A		
Oracle Real-time Scheduler - Field Resource Perpetual	Unlimited	A		
Siebel Field Service Integration to Oracle Real-Time Scheduler - Processor Perpetual	Unlimited	A	D	
Oracle Application Integration Architecture Foundation Pack - Processor Perpetual	Unlimited	A	D	
Oracle Customer Master Data Management Integration Option for Siebel CRM - Processor Perpetual	Unlimited	A	D	
Oracle Data Masking Pack - Processor Perpetual	Unlimited	A	D	
Enterprise Repository - Processor Perpetual	Unlimited	A	D	
Service Registry - Processor Perpetual	Unlimited	A	D	
Oracle WebCenter Adapter for Microsoft SharePoint for WebCenter Portal - Processor Perpetual	Unlimited	A	D	
Oracle WebCenter Applications Adapter for Siebel - Processor Perpetual	Unlimited	A	D	
Oracle WebCenter Suite Plus - Processor Perpetual	Unlimited	A	D	
Healthcare Adapter - Processor Perpetual	Unlimited	A	D	
Secure Enterprise Search - Processor Perpetual	Unlimited	A	D	
Secure Enterprise Search Connector - Siebel - Connector Perpetual	Unlimited	A	D	
Data Integrator Enterprise Edition - Processor Perpetual	Unlimited	A	D	
Database Vault - Processor Perpetual	Unlimited	A	D	
Oracle Enterprise Data Quality Match and Merge - Processor Perpetual	Unlimited	A	D	
Oracle Enterprise Data Quality Parsing and Standardization - Processor Perpetual	Unlimited	A	D	
Oracle Enterprise Data Quality Profile and Audit - Processor Perpetual	Unlimited	A	D	
Oracle Enterprise Data Quality Address Verification Server - Processor Perpetual	Unlimited	A	D	
Service Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Partner Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Contact Center Telephony Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Case Management Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	Unlimited	A	D	E
Oracle Business Intelligence Management Pack - Named User Plus Perpetual	Unlimited	A	D	E
Informatica PowerCenter and PowerConnect Adapters - Named User Plus Perpetual	Unlimited	A	D	E
Financial Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	E
Human Resources Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	E

A-2. Quantity-based Programs. The programs listed in the Table A-2 below in this section A-2 are quantity-based programs subject to the terms and conditions of this ordering document.

Table A-2

Product Description / License Type	Quantity
Oracle Data Quality Matching Server - Processor Perpetual	4
Oracle Data Quality Address Validation Server - Processor Perpetual	4
Oracle Data Quality Parsing and Standardization Server (Mfr. is Informatica Corporation, Third Party Program) - Processor Perpetual	4
Oracle Data Quality Profiling Server (Mfr. is Informatica Corporation, Third Party Program) - Processor Perpetual	4

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

A-3. Total Fees[6]

	Net Fees
Net Existing License Fees	3,157,452.99
Net New License Fees	2,989,334.69
Net Existing Technical Support Fees	695,324.31
Net New Technical Support Fees	657,653.63
Total Fees	7,499,765.62

1.3   All references to "section A-1" in section B.2.a (Use and Limitations / AHS Use) of the ordering document shall be changed to "sections A-1 and A-2".

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

"a. **AHS Use.** The programs in section A-1 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."

1.5   Delete section B.2.c (Use and Limitations / Limited Statewide Use) and replace with the following:

"c. **Limited Statewide Use.**

i. The programs listed in section A-1 where there is a "C" in the column entitled "Statewide Use" are limited-use licenses that may only be used by the State of Vermont 1) solely in association with the Oracle programs licensed in this order and 2) solely for the purposes of Oracle product configuration metadata and not for State of Vermont's business application data. You warrant and represent that you have the full legal authority to bind the State of Vermont to the terms and conditions of this ordering document, and that you shall be responsible for any breach by the State of Vermont.

ii. The programs listed in section A-1 where there is a "E" in the column entitled "Statewide Use" are limited-use licenses that may only be used by the State of Vermont 1) 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 and 2) solely for the State of Vermont's deployment of PeopleSoft Enterprise Resource Planning (ERP) for State of Vermont's Human Capital Management (HCM) and Financials (VISION) systems. You warrant and represent that you have the full legal authority to bind the State of Vermont to the terms and conditions of this ordering document, and that you shall be responsible for any breach by the State of Vermont"

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

"d. **AoA Use.** The programs listed in section A-1 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."

1.7   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 Three. Please see sections 2.3 and 2.4 of this OD Amendment Three below for the "amendment commencement date".

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[6] NOTE: The total estimated maximum contract amount from the attached Estimated Contract Maximum Amount Schedule Exhibit is $10,252,433.82.

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1.8   Delete section B.7 (Total Support Stream) of the ordering document, as amended by Amendment One, in its entirety and replace it with the following:

> "**Total Support Stream.** 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 section 1.1 of OD Amendment Three), including but not limited to the Unlimited Deployment Programs."

1.9   Delete Section C.1.a (Unlimited Deployment Right / General) of the ordering document and replace with the following:

> "**General.** In consideration of the payment to Oracle of the license and technical support fees specified in section A, commencing from the effective date of this ordering document until February 17, 2015 (or such earlier period as set forth below in section C.1.c) (the **"Unlimited Deployment Period"**), you will receive the right to use the Unlimited Deployment Programs on or by an unlimited number of the associated license type (the **"Unlimited Deployment Right"**), provided that **(i)** your use of such Unlimited Deployment Programs shall be in compliance with the terms of the agreement and this ordering document, and **(ii)** you continuously maintain the Total Support Stream.

> On February 17, 2015 (or earlier as set forth below in section C.1.c), the Unlimited Deployment Period and Unlimited Deployment right shall terminate, and within 30 days of such date (or earlier as set forth in section C.1.c) (the **"Certification Date"**), you and Oracle shall follow the certification process set forth in section C.1.b below."

1.10   Delete the second paragraph of Section C.1.b (Unlimited Deployment Right / Certification Process) of the ordering document and replace with the following:

> "For all use-based programs, including but not limited to Oracle Policy Modeling – Application User ; Oracle Customer Hub Data Steward- Application User; Oracle Customer Hub B2B – Record ; Oracle Customer Hub B2C – Record ; Oracle Activity Hub B2B for Oracle Customer Hub B2B – Record; Oracle Activity Hub B2C for Oracle Customer Hub B2C – Record; Siebel Public Sector CRM Base Option – Application User; Siebel CRM Base- Application User; Siebel Tools – Application User; Siebel Public Sector Partner Portal – Registered User; Siebel Partner Manager - Application User ; Oracle Tutor- Application User ; Oracle Governance, Risk, and Compliance Manager – Application User ; Identity Analytics - Employee User;; Identity Manager Connector – Database Applications Table – Connector; Identity Manager Connector – Database User Management – Connector; Identity Manager Connector - Microsoft Active Directory - Connector; Identity Manager Connector – Microsoft Exchange – Connector; Identity Manager Connector – PeopleSoft Enterprise Applications – Connector ; Identity Manager Connector - Microsoft Windows - Connector; Identity Manager Connector - UNIX - Connector; Identity Manager Connector - RSA Authentication Manager - Connector; Identity Manager Connector - Siebel Enterprise Applications - Connector; Identity Manager Connector - IBM RACF – Connector; Siebel Financial Services CRM Base Option - Application User Perpetual; Siebel Test Automation Interfaces - Application User Perpetual; Siebel CTI - Application User Perpetual; Siebel Smart Answer Connector - Application User Perpetual; Siebel Remote Client - Application User Perpetual; Siebel Data Quality - Application User Perpetual; Siebel Email Response - Application User Perpetual; Siebel Field Service - Application User Perpetual; Siebel Smart Answer for Service - Application User Perpetual; Siebel HelpDesk Option - Application User Perpetual; Siebel Individual Coverage - Application User Perpetual; Siebel Group Policies - Application User Perpetual; User Productivity Kit Standard - UPK Developer Perpetual; User Productivity Kit Standard - Application User Perpetual; Secure Enterprise Search Connector - Siebel - Connector Perpetual; Service Analytics Fusion Edition - Application User Perpetual; Partner Analytics Fusion Edition - Application User Perpetual; Contact Center Telephony Analytics Fusion Edition - Application User Perpetual; Case Management Analytics Fusion Edition - Application User Perpetual; Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual; Oracle Business Intelligence Management Pack - Named User Plus Perpetual; and Informatica PowerCenter and PowerConnect Adapters - Named User Plus Perpetual, your certification of use must include only Application Users, Employee Users, Registered Users, Record and Connector who/which have accessed the applicable Unlimited Deployment Program(s) within the 12 month period immediately prior to the date on which the Unlimited Deployment Period ends (such 12 month period, the "Counted Access Term"); any Application Users, Employee Users, Registered Users, Record and Connector who/which may have accessed the applicable Unlimited Deployment Program(s) prior to the Counted Access Term but not at least once during the Counted Access Term may not be included in your Certified Deployment."

1.11   Section C (Unlimited Deployment) shall be amended to add the following new paragraph as section C.2:

> "**C.2 Your Reorganization**
> a.   If you assume responsibility for another department, agency or entity, the additional department, agency and/or entity shall be included in your Unlimited Deployment Right for the remainder of the Unlimited Deployment Period, subject to the terms and conditions of this ordering document and the EULA, provided that, (i) you have continuously maintained the Total Support Stream, (ii) the additional department, agency or entity is required to convert and replace all of its all licenses of any versions or releases of the Unlimited Deployment Programs in accordance with Oracle's then current migration and technical

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support policies (including reinstatement fees and/or back support fees if technical support has lapsed), (iii) you and Oracle execute an amendment to this ordering document that adds additional license and technical support fees as agreed to by the parties and adds the annual technical support fee for the additional department, agency or entity's converted and replaced licenses to the Total Support Stream.

b.   If a department, agency or entity of yours is transferred to another agency ("Transferred Entity"), then upon written notice to Oracle such Transferred Entity may use a portion of the licenses of the Unlimited Deployment Programs acquired under this ordering document during the Unlimited Deployment Period for up to six (6) months following the transfer date, (the "Transfer Period") provided that: (i) the Transferred Entity agrees in writing to the terms and conditions of the EULA and this ordering document, and (ii) the Transfer Period shall not extend beyond the Unlimited Deployment Period (i.e., the Transfer Period shall terminate at the end of the Unlimited Deployment Period). During the Transfer Period, the Transferred Entity may use the programs only for either its internal business operations or your internal business operations. At the end of the Transfer Period, the Transferred Entity shall have no rights under this ordering document. If the Transferred Entity wishes to continue its use of the Unlimited Deployment Programs beyond the Transfer Period, the Transferred Entity must acquire licenses and technical support for the same (in accordance with Oracle's then current prices and policies) pursuant to a mutually agreeable license agreement and ordering document with Oracle, which will govern its use of the programs.

c.   Should you be subsumed by another agency during the Unlimited Deployment Period ("Parent Agency"), the Unlimited Deployment Right shall not terminate early as set forth above provided:

(i)   you provide Oracle with written notice of your transfer to the Parent Agency within thirty (30) days of the transfer date;
(ii)   the Parent Agency continues to operate you as an entity independent from the Parent Agency;
(iii)   your employees are not merged into the general employee population of the Parent Agency;
(iv)   your software and systems remain independent from the software and systems of the Parent Agency; and
(v)   the Parent Agency does not access or use the Unlimited Deployment Programs and such programs are not accessed or used for the benefit of the Parent Agency.

In the event that you do not follow the provisions of (i) – (v) above, the provisions of C.1.b and c shall apply.

d.   Should you be dissolved or any of your department, agencies or entities be transferred to multiple agencies, then the Certification Date shall be accelerated to thirty (30) business days after the dissolution date (the "Accelerated Certification Date"), and you and Oracle shall follow the certification process set forth in section C.1.b above. You shall not be entitled to any credit or refund as a result of such early termination of the Unlimited Deployment Period."

1.12   Delete Sections D.1.a (Converted and Replaced Licenses / General) and D.1.b (Converted and Replaced Licenses / Omitted Licenses) of the ordering document and replace with the following:

"a. **General.** In connection with the rights granted under OD Amendment Three, all licenses of any versions or releases of the Unlimited Deployment Programs (including, the additional Unlimited Deployment Programs listed in section 1.1.2 of OD Amendment Three) that were acquired by you, prior to the effective date of OD Amendment Three shall be converted and replaced as of the effective date of OD Amendment Three (the **"Converted and Replaced Licenses"**). The Converted and Replaced Licenses are specified on the Converted and Replaced Licenses Exhibit attached to OD Amendment Three which the parties agree replaces the Converted and Replaced Licenses Exhibit attached to the ordering document. All references to Converted and Replaced Licenses in the ordering document shall be deemed to refer to the Converted and Replaced Licenses as defined in this paragraph. You will no longer have any right to use the Converted and Replaced Licenses, nor will you be permitted to reinstate the Converted and Replaced Licenses. You shall not be entitled to a credit or refund of license fees for the Converted and Replaced Licenses.

b. **Omitted Licenses.** The parties agree that they have worked in good faith to list on the Converted and Replaced Licenses Exhibit attached to OD Amendment Three all licenses of any versions or releases of the Unlimited Deployment Programs (including, the additional Unlimited Deployment Programs listed in section 1.1.2 of OD Amendment Three) that were acquired by you prior to the effective date of OD Amendment Three. However, the parties acknowledge that some of such licenses may have been inadvertently omitted ("**Omitted Licenses**") from the Converted and Replaced Licenses Exhibit and that technical support fees associated with the Omitted Licenses were therefore excluded from the Total Support Stream. If at any time following the effective date of OD Amendment Three either you or Oracle discovers any Omitted Licenses, then the parties agree that: (i) you will continue to pay all technical support fees due in connection with the Omitted Licenses during the Unlimited Deployment Period, and (ii) the parties will amend the ordering document to add the Omitted Licenses to the Converted and Replaced Licenses Exhibit and to include the technical support fees associated with the Omitted Licenses in the Total Support Stream. You shall not be entitled to a refund or credit of any license and/or technical support fees as the result of any adjustment specified herein."

1.13 Delete Section D.2 (Restriction on Replacement of Program Licenses) of the ordering document and replace with the following:

"In connection with the Unlimited Deployment Right granted under this ordering document, you agree that neither you nor the Authorized Users shall use any versions or releases of the Unlimited Deployment Programs specified for AHS Use to replace any of licenses for the same programs acquired by you, Authorized Users of the AHS Use programs, or Authorized Users of the AoA Use programs. Nothing in the preceding sentence shall be construed to limit the rights to use such program licenses as governed by their original ordering document(s) by you, Authorized Users of the AHS Use programs, or Authorized Users of the AoA Use programs."

1.14 Delete Section D.3 (Technical Support Cap) of the ordering document and replace with the following:

"**Technical Support Renewal and Technical Support Cap**
Notwithstanding anything to the contrary in the agreement, Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") for the programs acquired under section A of this ordering document (as amended by OD Amendment Three) may be renewed annually and, if you renew such technical support; then, for the technical support renewal periods specified in the technical support renewal table below, the fee for SULS for the applicable period will not increase by more than the percentages stated in the table below, over the prior year's SULS fees:

Technical Support Renewal Period	Not-to-Exceed Increase Percentage Over Previous Annual Technical Support Renewal Period's SULS Fee
February 18, 2012 – February 17, 2013	0%
February 18, 2013 – February 17, 2014	0%
February 18, 2014 – February 17, 2015	2%
February 18, 2015 – February 17, 2016	2%

The technical support caps set forth in this section D.3 are granted, provided that, (i) with respect to each technical support renewal year that occurs during the Unlimited Deployment Period, you renew the Total Support Stream, and (ii) with respect to each technical support renewal year that occurs after the end of the Unlimited Deployment Period, you renew the total technical support due under this ordering document for the same number of licenses for the same programs as the previous year."

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 and 355 days of technical support services (from February 28, 2013 to February 17, 2014) acquired under this OD Amendment Three.

	Net Fees
Net License Fees for New Licenses	2,989,334.69
Net Technical Support Fees for New Licenses	639,635.71
Net Technical Support Fees for Converted and Replaced Licenses	676,274.33
Back Support Fees	194,309.81
Total Fees	4,499,554.54

2.2   All fees under this OD Amendment Three are non-cancelable and the sums paid nonrefundable, except as provided in the agreement. All fees on this OD Amendment Three are in US Dollars.

2.3   All program licenses and the period of performance for all services acquired under this OD Amendment Three are effective upon shipment of tangible media or upon the effective date of this OD Amendment Three 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, except for the back support fees, which are invoiced as of the effective date.

2.5   The back support fee amount as of February 28, 2013 is reflected in section 2.1 above and represents an estimate of the back support fee. The actual back support fee will be processed as of the effective date of this OD Amendment Three.

2.6   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.

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2.7   In entering into payment obligations under this OD Amendment Three, 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 Three, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this OD Amendment 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 Three, per the terms of this OD Amendment Three, the ordering document, and the agreement. The program licenses provided in this OD Amendment Three 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 Three. 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 Three the software and related program documentation for each program listed in section 1.1 to this OD Amendment Three. Provided that you have continuously maintained technical support for the programs licensed under the ordering document and this OD Amendment Three, you may continue to download the software and related program documentation for the programs listed in section 1.1 to this OD Amendment Three. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that you have previously been delivered the programs listed on section 1.1 to this OD Amendment Three that are also included in the Converted and Replaced Licenses Exhibit. You further acknowledge that Oracle is under no further delivery obligation under this OD Amendment Three, 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 Three include (a) technical support fees for the Converted and Replaced Licenses (as defined in section C.1 of the ordering document) and (b) the new technical support fees for the additional Unlimited Deployment Programs listed in Table A-1-b (collectively, the "**Amendment Technical Support**"). Under section 2 of this Amendment, you have purchased 355 days of the Amendment Technical Support (from February 28, 2013 to February 17, 2014). However, the total annual technical support fees due under this OD Amendment Three shall be based on 12 months of the Amendment Technical Support. You acknowledge and agree that the Amendment Technical Support 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 Three).

4.2   For purposes of Oracle's technical support policies, the technical support acquired under both this OD Amendment Three 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 Three) that shall take place on February 18, 2014, for the purposes of calculating the technical support renewal amount, the annual (12-month) amount of the prior year's technical support fees for such program licenses shall be $1,352,977.94.

4.4   Nothing in this OD Amendment Three 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 Three) 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 Three). 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 Three) may also increase as a result of inclusion of any Omitted Licenses.

5.   ORDER OF PRECEDENCE

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

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

State of Vermont – Agency of Human Services (AHS)   **ORACLE AMERICA, INC.**

Signature: _____   **Signature:** _____

Name: _____   **Name:** _____

Title: _____   **Title:** _____

Effective Date: February 28, 2013

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CONVERTED AND REPLACED LICENSES EXHIBIT

Existing License	Existing Metric	Existing Quantity	CSI#
Advanced Security	Processor	Not Applicable	17914236
Audit Vault Collection Agent	Processor	Not Applicable	17914236
Audit Vault Server	Processor	Not Applicable	17914236
Business Intelligence Publisher	Processor	Not Applicable	17914236
Provisioning and Patch Automation Pack for Database	Processor	Not Applicable	17914236
Change Management Pack	Processor	Not Applicable	17914236
Configuration Management Pack for Oracle Database	Processor	Not Applicable	17914236
Diagnostics Pack	Processor	Not Applicable	17914236
Identity Analytics	Employee User	Not Applicable	17914236
Identity and Access Management Suite Plus	Processor	Not Applicable	17914236
Identity Manager Connector-database User Management	Connector	Not Applicable	17914236
Identity Manager Connector	UNIX Connector	Not Applicable	17914236
Identity Manager Connector	Database Applications Table Connector	Not Applicable	17914236
Identity Manager Connector	Microsoft Active Directory Connector	Not Applicable	17914236
Identity Manager Connector	RSA Authentication Manager Connector	Not Applicable	17914236
Identity Manager Connector	Microsoft Windows Connector	Not Applicable	17914236
Identity Manager Connector	Siebel Enterprise Applications Connector	Not Applicable	17914236
Identity Manager Connector	IBM RACF Connector	Not Applicable	17914236
Identity Manager Connector	Microsoft Exchange Connector	Not Applicable	17914236
Identity Manager Connector	PeopleSoft Enterprise Applications Connector	Not Applicable	17914236
Management Pack Plus for Identity Management	Processor	Not Applicable	17914236
Oracle Active Data Guard	Processor	Not Applicable	17914236
Oracle Application Management Suite for Siebel	Processor	Not Applicable	17914236
Oracle Database Enterprise Edition	Processor	Not Applicable	17914236
Oracle Management Pack for WebCenter	Processor	Not Applicable	17914236
Oracle WebCenter Portal	Processor	Not Applicable	17914236
Real Application Clusters	Processor	Not Applicable	17914236
SOA Management Pack Enterprise Edition	Processor	Not Applicable	17914236
SOA Suite for Oracle Middleware	Processor	Not Applicable	17914236
Tuning Pack	Processor	Not Applicable	17914236
Unified Business Process Management Suite	Processor	Not Applicable	17914236
WebLogic Server Management Pack Enterprise Edition	Processor	Not Applicable	17914236
WebLogic Suite	Processor	Not Applicable	17914236
Siebel Partner Manager	Application User	Not Applicable	17914236
Siebel Tools	Application User	Not Applicable	17914236
Siebel Public Sector eService	Processor	Not Applicable	17914236
Siebel Public Sector Partner Portal	Registered User	Not Applicable	17914236
Siebel Public Sector CRM Base Option	Application User	Not Applicable	17914236
Siebel CRM Base	Application User	Not Applicable	17914236
Oracle Activity Hub B2B for Oracle Customer Hub B2B	Record	Not Applicable	17914236
Oracle Activity Hub B2C for Oracle Customer Hub B2C	Record	Not Applicable	17914236
Oracle Customer Hub B2B	Record	Not Applicable	17914236
Oracle Customer Hub B2C	Record	Not Applicable	17914236

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Oracle Policy Automation Connector for Siebel	Processor	Not Applicable	17914236
Oracle Policy Automation	Processor	Not Applicable	17914236
Oracle Customer Hub Data Steward	Application User	Not Applicable	17914236
Oracle Customer Master Data Management Integration Base Pack	Processor	Not Applicable	17914236
Oracle Governance, Risk, and Compliance Manager	Application User	Not Applicable	17914236
Oracle Policy Modeling	Application User	Not Applicable	17914236
Oracle Tutor	Application User	Not Applicable	17914236

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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 this OD Amendment Three) 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)
   $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)
	2,795,203.73

Net license fees for the new program licenses acquired under OD Amendment Three	2,989,334.69

Net technical support fees for the new program licenses (acquired under OD Amendment Three)
   $639,635.71 (355 days, February 28, 2013 – February 17, 2014)
   * $670,806.70 (12 months, February 18, 2014 – February 17, 2015)
	1,310,442.41

Estimated Maximum Contract Amount	**$ 10,252,433.82**

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.