AMENDMENT #6

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 and Amendment #4 effective December 24, 2013, and Amendment #5 effective February 17, 2015 (hereafter collectively called   the "Agreement," State Contract #18928) is hereby amended effective as of February 18, 2017, as follows:

I. 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 **$22,667,627.27**.

II. By deleting on page "1 of 2" of the Standard Contract, section 4 (Contract Term) and substituting in lieu thereof the following section 3:

> 4. Contract Term. The period of contractor's performance shall begin on February 28, 2011 and end on February 17, 2020. The term of this contract may be extended for up to two additional one-year periods 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). Any such extensions shall require an amendment to this contract in accordance with the requirements set forth below.

III. By adding to Attachment A, which begins on page 16 of 24 of the base agreement and as changed by Amendments 1, 2, 3, 4 and 5, *Exhibit 4 to Attachment A,* which begins on page 3 of 18 this Amendment #6.

IV. By deleting on page "2 of 2" of the Standard Contract, section 8 (Attachments) the following line: Attachment A – Statement of Work, including Exhibit 1, Exhibit 2, and Exhibit 3 to Attachment A.

> And substituting in lieu thereof the following line:

> Attachment A – Statement of Work, including Exhibit 1, Exhibit 2, Exhibit 3 and Exhibit 4 to Attachment A.

V. Taxes Due to the State: Contractor further certifies under the pains and penalties of perjury that, as of the effective date of this amendment, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay, any and all taxes due the State of Vermont.

VI. Certification Regarding Suspension or Debarment: Contractor further certifies under pains and penalties of perjury that, as of the effective date of this amendment, neither Contractor nor Contractor's principals (officers or directors) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

The parties agree that the effective date of the Agreement shall be as of February 18, 2017.

Each party hereby represents to the other party that this Amendment #6 (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 #6 consists of 17 pages. Except as modified by this amendment, all provisions of the Agreement (#18928) shall remain unchanged and in full force and effect.

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STATE OF VERMONT
Agency of Human Services

CONTRACTOR
 Oracle America, Inc.

By:_____

By: _____

 Al Gobeille
 Secretary
 Agency of Human Services

 Deborah Vaughn
 Contracts Manager

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Exhibit 4 to Attachment A

AMENDMENT SIX TO THE ORDERING DOCUMENT

Customer Name: State of Vermont – Agency of Human Services (AHS)
Customer Location: AHS Admin Services, 280 State Drive, Waterbury, Vermont 05671-1000

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 (this "**OD Amendment Six**") 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 Amendment #4 to Contract #18928 dated December 24, 2013, and Amendment #5 to Contract #18928 dated February 18, 2015, and all amendments and addenda thereto (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 Amendment Six shall have the meanings given to such terms in the ordering document.

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

- extend the Unlimited Deployment Period to end on February 17, 2020 (or such earlier period as set forth in sections C.1.c or C.3 of the ordering document), and

- modify the list of Unlimited Deployment Programs as set forth in section 1.1.1 to this OD Amendment Six, and

- remove from the programs licensed under the ordering document, the programs set forth on the OD Amendment Six Removed Programs Exhibit to this OD Amendment Six (the "**OD Amendment Six Removed 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 Six 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 (Programs and Services) of the ordering document shall be modified as follows:

1.1.1 Delete sections A-1 and A-2 (Programs and Services) of the ordering document 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, 2020, 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
Oracle Real Application Clusters - Processor Perpetual	Unlimited	A	C
Oracle Advanced Security - Processor Perpetual	Unlimited	A	C
Oracle Active Data Guard - Processor Perpetual	Unlimited	A	C
Oracle Diagnostics Pack - Processor Perpetual	Unlimited	A	C
Oracle Tuning Pack - Processor Perpetual	Unlimited	A	C
Oracle Database Lifecycle Management Pack - Processor Perpetual	Unlimited	A	C
Oracle Business Intelligence Publisher - Processor Perpetual	Unlimited	A	
Oracle Policy Modeling - Application User Perpetual	Unlimited	A	

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Product Description / License Type	Quantity	AHS Use	Statewide Use
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	
Siebel Public Sector eService - Processor Perpetual	Unlimited	A	
Siebel Partner Manager - Application User Perpetual	Unlimited	A	
Oracle Enterprise Governance, Risk, and Compliance Manager - Application User Perpetual	Unlimited	A	
Oracle Application Management Suite for Siebel - Processor Perpetual	Unlimited	A	
Oracle WebLogic Suite - Processor Perpetual	Unlimited		B
Oracle Identity Governance Suite - Processor Perpetual[1]	Unlimited		B
Identity and Access Management Suite Plus - Processor Perpetual	Unlimited		B
Oracle Identity Manager Connector - Database Applications Table - Connector Perpetual	Unlimited		B
Oracle Identity Manager Connector - Database User Management - Connector Perpetual	Unlimited		B
Oracle Identity Manager Connector - Microsoft Active Directory - Connector Perpetual	Unlimited		B
Oracle Identity Manager Connector - Microsoft Exchange - Connector Perpetual	Unlimited		B
Oracle Identity Manager Connector - PeopleSoft Enterprise Applications - Connector Perpetual	Unlimited		B
Oracle Identity Manager Connector - Microsoft Windows - Connector Perpetual	Unlimited		B
Oracle Identity Manager Connector - UNIX - Connector Perpetual	Unlimited		B
Oracle Identity Manager Connector - RSA Authentication Manager - Connector Perpetual	Unlimited		B
Oracle Identity Manager Connector - Siebel Enterprise Applications - Connector Perpetual	Unlimited		B
Oracle Identity Manager Connector - IBM RACF - Connector Perpetual	Unlimited		B
Oracle Management Pack Plus for Identity Management - Processor Perpetual	Unlimited		B
Oracle SOA Management Pack Enterprise Edition - Processor Perpetual	Unlimited		B
Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	Unlimited		B
Oracle SOA Suite for Oracle Middleware - Processor Perpetual	Unlimited		B
Oracle Unified Business Process Management Suite - Processor Perpetual	Unlimited		B
^Oracle Audit Vault and Database Firewall – Processor Perpetual	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		

[1] Identity Analytics – Employee User Perpetual has been migrated to Oracle Identity Governance Suite – Processor Perpetual.

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Product Description / License Type	Quantity	AHS Use	AoA Use	Statewide Use
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		
Siebel Individual Coverage - Application User Perpetual	Unlimited	A		
Siebel Group Policies - Application User Perpetual	Unlimited	A		
Oracle User Productivity Kit Standard - UPK Developer Perpetual	Unlimited	A		
Oracle 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 and Subsetting Pack - Processor Perpetual	Unlimited	A	D	
Oracle Enterprise Repository - Processor Perpetual	Unlimited	A	D	
Oracle WebCenter Adapter for Microsoft SharePoint for WebCenter Content - 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	
Oracle Healthcare Adapter - Processor Perpetual	Unlimited	A	D	
Siebel CRM Desktop - Application User Perpetual[2]	Unlimited	A	D	
Oracle Data Integrator Enterprise Edition - Processor Perpetual	Unlimited	A	D	
Oracle Database Vault - Processor Perpetual	Unlimited	A	D	
^Oracle Enterprise Data Quality Standardization and Match – 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	
Oracle Service Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Oracle Partner Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Oracle Contact Center Telephony Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Oracle Case Management Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Oracle Business Intelligence Suite Extended Edition - Named User Plus Perpetual	Unlimited	A	D	E
Oracle Business Intelligence Management Pack - Named User Plus Perpetual	Unlimited	A	D	E
Oracle Informatica PowerCenter and PowerConnect Adapters - Named User Plus Perpetual	Unlimited	A	D	E
Oracle Financial Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	E
Oracle Human Resources Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	E
^Oracle Knowledge Analytics - Application User Perpetual	Unlimited	A		
^Oracle Knowledge for Contact Center, Enterprise Edition - Application User Perpetual	Unlimited	A		
^Oracle Knowledge for Web Self Service, Enterprise Edition - Processor Perpetual	Unlimited	A		
^Siebel Mobile - Application User Perpetual	Unlimited	A		
^Siebel Contracts - Application User Perpetual	Unlimited	A		

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[2] Secure Enterprise Search Connector - Siebel - Connector Perpetual has been migrated to Siebel CRM Desktop - Application User Perpetual.

Product Description / License Type	Quantity	AHS Use	AoA Use	Statewide Use
^Oracle Application Adapters for Data Integration for Siebel - Processor Perpetual	Unlimited	A	D	E
^Oracle Application Adapters for Data Integration for PeopleSoft - Processor 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 restated 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

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

You acknowledge and agree that the programs listed in the table above represent all the programs that you are licensed for under the ordering document, as amended by this OD Amendment Six."

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

A-3. Total Fees

	Net Fees
Net Existing License Fees	7,337,716.68
Net New License Fees	873,868.50
Net Existing Technical Support Fees	1,797,390.81
Net New Technical Support Fees	192,285.07
Total Fees	**10,201,261.06**

1.3   Restate section B.2.1.3.a (Use and Limitations / AHS Use) with the following:

"a. **AHS Use.** The programs in section 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 Agency of Human Services 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   Restate section B.2.b (Use and Limitations / Statewide Use):

 "b. **Statewide Use**. The programs listed in section A-1 where there is a "B" in the column entitled "Statewide Use" are for use by the State of Vermont. 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."

1.5   Restate section B.2.c (i) (Use and Limitations / Limited Statewide Use):

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"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."

1.6   Restate section B.2.c (ii) (Use and Limitations / Limited Statewide Use):

"c. **Limited Statewide Use**.

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 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."

1.7   Restate section B.2.d (Use and Limitations / AoA Use):

"d. **AoA Use.** The programs listed in section 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 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 Agency of Digital Services (formally known as 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."

1.8   Restate Section B.2.e (Use and Limitations):

"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."

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

1.10   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 technical support for the Converted and Replaced Licenses as defined in section 1.13 (Converted and Replaced Licenses) of OD Amendment Six to this ordering document, including but not limited to OD Amendment Six Removed Programs; (ii) the technical support for the Reinstated Licenses (pursuant to Amendment #1 to the Agreement); and (iii) the technical support for the program licenses specified in sections A-1 and A-2 of the ordering document (as amended by OD Amendment Three, OD Amendment Four, OD Amendment Five, and OD Amendment Six to the ordering document), including but not limited to the Unlimited Deployment Programs and Quantity-based Programs."

1.11   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, 2020 (or such earlier period as set forth below in sections C.1.c or C.2) (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.

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On February 17, 2020 (or earlier as set forth below in sections C.1.c or C.2), the Unlimited Deployment Period and Unlimited Deployment right shall terminate (the "**Certification Date**"), and within 60 days of such date (or earlier as set forth in sections C.1.c or C.2), you and Oracle shall follow the certification process set forth in section C.1.b below."

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

C.1.b **Certification Process.** On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), You shall furnish Oracle with a certification signed by a C-level executive of your organization verifying the quantities of the applicable license type(s) for each Unlimited Deployment Program (limited to the license type accompanying each Unlimited Deployment Program as shown in the table(s) above section A) installed and running (or otherwise in production use as measured and allowed by each respective license type) by You as of the date on which the Unlimited Deployment Period ends (such certified quantity, the "**Certified Deployment**"). Notwithstanding the above, You may not include in the Certified Deployment any Unlimited Deployment Programs installed and running (or otherwise in production use as measured and allowed by each respective license type) in a public cloud. On the date the Unlimited Deployment Period ends, Your quantity of licenses of the Unlimited Deployment Programs shall be fixed and limited as set forth in the Certified Deployment. As part of the certification process under this section, You agree to provide Oracle with such additional information and assistance as may be reasonably requested by Oracle to validate the information contained in the Certified Deployment.

"For all user-based programs, your certification of use must include only Application Users, Employee Users, Non-Employee Users, Named User Plus Users, Registered Users, and UPK Developer Users 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, Non-Employee Users, Named User Plus Users, Registered Users, and UPK Developer Users 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."

1.13   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 Six, all licenses of any versions or releases of the Unlimited Deployment Programs (including, the additional Unlimited Deployment Programs listed in section 1.1.1 of OD Amendment Six) that were acquired by you, prior to the effective date of OD Amendment Six shall be converted and replaced as of the effective date of OD Amendment Six (the "**Converted and Replaced Licenses**"). The Converted and Replaced Licenses are specified on the Converted and Replaced Licenses Exhibit attached to OD Amendment Six 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 Six all licenses of any versions or releases of the Unlimited Deployment Programs (including, the additional Unlimited Deployment Programs listed in section 1.1.1 of OD Amendment Six) that were acquired by you prior to the effective date of OD Amendment Six. 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 Six 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."

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

"**Technical Support Renewal and Technical Support Caps**

a. 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 Six) may be renewed annually and, if you renew such technical support; then, for

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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	Technical Support for New Licenses[3] – Not to Exceed Percentage Over Previous Annual Technical Support Renewal Period's SULS Fee	Technical Support for Converted and Replaced Licenses[4] – Not to Exceed Percentage Over Previous Annual Technical Support Renewal Period's SULS Fee
February 18, 2017 – February 17, 2018	N/A	0%
February 18, 2018 – February 17, 2019	0%	0%
February 18, 2019 – February 17, 2020	0%	0%
February 18, 2020 – February 17, 2021	1%	N/A
February 18, 2021 – February 17, 2022	1%	N/A

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.

b. Technical Support Caps for Previously Acquired Licenses. The program licenses associated with the following CSI numbers listed in this section D.3.b were previously acquired by State of Vermont. These licenses will continue to be governed by the terms and conditions of their original orders:

- 13903613
- 14026792
- 14479416
- 14480540
- 14482551
- 14484635
- 14487515
- 14514568
- 14844286
- 15681509
- 15840637
- 15920758
- 16240507
- 16878236
- 18280805
- 18571206
- 18604275
- 19073486
- 19197605
- 2630607
- 3205021
- 3424222

Should State of Vermont elect to renew SULS for these previously acquired licenses, and provided that technical support has been continuously maintained and not allowed to lapse, the annual fee for SULS for the applicable period will not increase by more than the percentages stated in the table set forth below:

Technical Support Renewal Period	Not to Exceed Percentage Over Previous Annual Technical Support Renewal Period's SULS Fee
February 18, 2017 – February 17, 2018	0%
February 18, 2018 – February 17, 2019	0%
February 18, 2019 – February 17, 2020	0%

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[3] As defined in section 4.1 of OD Amendment Six.
[4] As defined in section 4.1 of OD Amendment Six.

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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 twelve (12) months of technical support services acquired under this OD Amendment Six.

Net Fees	
License Fees	873,868.50
Net Technical Support Fees for New Licenses	192,285.07
Net Technical Support Fees for Converted and Replaced Licenses	1,650,135.46
Net Technical Support Fees for Quantity-based Program Licenses	147,255.35
Total Net Fees	**2,863,544.38**

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

2.3 All program licenses and the period of performance for all services acquired under this OD Amendment Six are effective upon shipment of tangible media or upon the effective date of this OD Amendment Six 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 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 Six, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (i) if you order technical support for programs licensed under this OD Amendment Six, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this OD Amendment Six if-and-when available, in accordance with Oracle's then current technical support policies, and (ii) the preceding sentence does not change the rights granted to you for any program licensed under this OD Amendment Six, per the terms of this OD Amendment Six, the ordering document, and the agreement. The program licenses provided in this OD Amendment Six 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

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 1.1.1 to this OD Amendment Six. 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 Six of the software and related program documentation for each program listed in section 1.1.1 to this OD Amendment Six. Provided that you have continuously maintained technical support for the programs licensed under the ordering document and this OD Amendment Six, you may continue to download the software and related program documentation for the programs listed in section 1.1.1 to this OD Amendment Six. 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 licensed under the ordering document (as amended by this OD Amendment Six) which are not identified by a "^" in section 1.1.1 to this OD Amendment Six. You further acknowledge that Oracle is under no further delivery obligation under this OD Amendment Six, electronic download or otherwise and that you shall be responsible for installation of the software. Notwithstanding the foregoing, you acknowledge and agree that you were previously delivered the programs (i) listed on Tables A-1-a and A-1-b in section 1.1.1 to this OD Amendment Six that are also included on the attached Converted and Replaced Licenses Exhibit and (ii) listed on Table A-2 (Quantity-based Programs) in section 1.1.1 to this OD Amendment Six; and therefore, with respect to such programs, Oracle has no delivery obligation under this OD Amendment Six, electronic download or otherwise.

4. AMENDMENT SIX TECHNICAL SUPPORT

4.1 Technical support for the programs acquired under this OD Amendment Six, and specified in the table in section 2.1 above, is the sum of (a) the existing annual technical support fees for the Converted and Replaced Licenses, as defined in section 1.13 above and, referred to in the table in section 2.1 above as the "**Net Technical Support Fees for Converted and Replaced Licenses**", (b) the existing annual technical support fees for Quantity-based Programs, referred to in the table in section 2.1 above as the "**Net Technical Support Fees for Quantity-based Program Licenses**" in section 2.1 above, and (c) the new and incremental technical support fees for the program licenses specified in section A of the ordering document, as amended

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by this OD Amendment Six (as referred to in the table in section 2.1 above as the "**Net Technical Support Fees for New Licenses**.

4.2   For purposes of determining the fee for the first renewal year of the technical support specified in the table in section 2.1 above, the amount of the prior year's fees shall be equal to $1,989,675.88.

4.3   Nothing in this OD Amendment Six 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 Six) 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 Six). 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 Six) 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 and/or Additional Omitted Licenses (as defined in section D.1 of the ordering document, as amended).

5.   OD AMENDMENT SIX REMOVED PROGRAMS

In connection with the rights granted pursuant to the terms and conditions of this OD Amendment Six, you acknowledge and agree that, (a) the OD Amendment Six Removed Programs set forth in the Removed Programs Exhibit to this OD Amendment Six (the "**OD Amendment Six Removed Programs**") are no longer included in the Unlimited Deployment Programs or the Unlimited Deployment Right under the ordering document (as amended by this OD Amendment Six); (b) the OD Amendment Six Removed Programs are deemed terminated and you no longer have any right to use, access or otherwise benefit from the OD Amendment Six Removed Programs and must delete all copies of any versions of the OD Amendment Six Removed Programs from your systems and you hereby certify to a quantity 0 (zero) for each of the OD Amendment Six Removed Programs; and (c) the annual technical support fees associated with the OD Amendment Six Removed Programs remain part of your technical support obligations for the programs licensed under the ordering document (as amended by this OD Amendment Six) as reflected in the technical support fees as part of Net Technical Support Fees for Converted and Replaced Licenses specified in Section 2.1 of OD Amendment Six, and must continue to be maintained as part of the Total Support Stream. You further acknowledge and agree that you shall not be entitled to any refund, credit or reduction in the technical support fees associated with the programs licensed under the ordering document (as amended by this OD Amendment Six) or the Total Support Stream in connection with the termination of the OD Amendment Six Removed Programs, and you will not be allowed to reinstate the OD Amendment Six Removed Programs.

6.   ORDER OF PRECEDENCE
The parties agree that the terms of this OD Amendment Six will prevail in the event of any inconsistencies with any terms of the ordering document.

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

7.   OFFER VALIDITY
This order is valid through **17-MAY-2017**, and shall become binding upon execution by you and acceptance by Oracle.

Your signature, printed name, title and signature date in this section are the only handwritten changes to this OD Amendment Six that will be accepted. Other changes to this OD Amendment Six, handwritten or otherwise, will render this OD Amendment Six null and void, unless such changes have been specifically agreed to by both parties in writing.

State of Vermont – Agency of Human Services (AHS)   **Oracle America, Inc.**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Effective Date: <u>**February 18, 2017**</u>

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CONVERTED AND REPLACED LICENSES EXHIBIT

Programs included in the Converted and Replaced Licenses pursuant to this OD Amendment Six			
Existing License	**Migrating Quantity**	**License Metric**	**CSI Number**
Oracle Active Data Guard	N/A	PROCESSOR	20015921
Oracle Knowledge For Contact Center, Enterprise Edition	N/A	APPLICATION USER	20015921
Siebel Tools	N/A	APPLICATION USER	20015921
Siebel Helpdesk Option	N/A	APPLICATION USER	20015921
Siebel Individual Coverage	N/A	APPLICATION USER	20015921
Oracle Weblogic Server Management Pack Enterprise Edition	N/A	PROCESSOR	20015921
Siebel Financial Services Crm Base Option	N/A	APPLICATION USER	20015921
Siebel Public Sector Crm Base Option	N/A	APPLICATION USER	20015921
Oracle Financial Analytics Fusion Edition	N/A	APPLICATION USER	20015921
Oracle Audit Vault And Database Firewall	N/A	PROCESSOR	20015921
Oracle Identity Manager Connector - Microsoft Exchange	N/A	CONNECTOR	20015921
Oracle Real-Time Scheduler	N/A	FIELD RESOURCE	20015921
Oracle Informatica Powercenter And Powerconnect Adapters	N/A	NAMED USER PLUS	20015921
Oracle Enterprise Data Quality Standardization And Match	N/A	PROCESSOR	20015921
Oracle Database Vault	N/A	PROCESSOR	20015921
Oracle Identity Manager Connector - Siebel Enterprise Applications	N/A	CONNECTOR	20015921
Oracle Customer Hub B2b	N/A	RECORD	20015921
Oracle Identity Manager Connector - Microsoft Windows	N/A	CONNECTOR	20015921
Oracle Database Lifecycle Management Pack	N/A	PROCESSOR	20015921
Oracle Identity Manager Connector - Database Applications Table	N/A	CONNECTOR	20015921
Siebel Public Sector Partner Portal	N/A	REGISTERED USER	20015921
Oracle Advanced Security	N/A	PROCESSOR	20015921
Oracle Contact Center Telephony Analytics Fusion Edition	N/A	APPLICATION USER	20015921
Siebel Smart Answer Connector	N/A	APPLICATION USER	20015921
Oracle Application Adapters For Data Integration For Peoplesoft	N/A	PROCESSOR	20015921
Oracle Management Pack Plus For Identity Management	N/A	PROCESSOR	20015921
Oracle Service Analytics Fusion Edition	N/A	APPLICATION USER	20015921
Oracle Identity Manager Connector - Microsoft Active Directory	N/A	CONNECTOR	20015921
Oracle Business Intelligence Publisher	N/A	PROCESSOR	20015921
Siebel Contracts	N/A	APPLICATION USER	20015921
Oracle Knowledge For Web Self Service, Enterprise Edition	N/A	PROCESSOR	20015921
Siebel Crm Web Channel For Customers - Up To 15 Objects	N/A	PROCESSOR	20015921
Siebel Group Policies	N/A	APPLICATION USER	20015921
Oracle Policy Automation	N/A	PROCESSOR	20015921

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Oracle User Productivity Kit Standard	N/A	UPK DEVELOPER	20015921
Oracle Webcenter Suite Plus	N/A	PROCESSOR	20015921
Oracle Healthcare Adapter	N/A	PROCESSOR	20015921
Siebel Smart Answer For Service	N/A	APPLICATION USER	20015921
Oracle Identity Manager Connector - Unix	N/A	CONNECTOR	20015921
Oracle Webcenter Applications Adapter For Siebel	N/A	PROCESSOR	20015921
Siebel Public Sector Eservice	N/A	PROCESSOR	20015921
Oracle Identity Analytics	N/A	EMPLOYEE USER	20015921
Oracle Policy Modeling	N/A	APPLICATION USER	20015921
Oracle Secure Enterprise Search Connector - Siebel	N/A	CONNECTOR	20015921
Oracle Webcenter Adapter For Microsoft Sharepoint For Webcenter Portal	N/A	PROCESSOR	20015921
Siebel Partner Manager	N/A	APPLICATION USER	20015921
Oracle Soa Management Pack Enterprise Edition	N/A	PROCESSOR	20015921
Siebel Test Automation Interfaces	N/A	APPLICATION USER	20015921
Siebel Field Service	N/A	APPLICATION USER	20015921
Oracle Knowledge Analytics	N/A	APPLICATION USER	20015921
Oracle Customer Master Data Management Integration Base Pack	N/A	PROCESSOR	20015921
Oracle Customer Master Data Management Integration Option For Siebel Crm	N/A	PROCESSOR	20015921
Oracle Identity Manager Connector - Rsa Authentication Manager	N/A	CONNECTOR	20015921
Oracle Customer Hub B2c	N/A	RECORD	20015921
Oracle Enterprise Data Quality Profile And Audit	N/A	PROCESSOR	20015921
Oracle Human Resources Analytics Fusion Edition	N/A	APPLICATION USER	20015921
Oracle Enterprise Governance, Risk, And Compliance Manager	N/A	APPLICATION USER	20015921
Oracle Data Masking And Subsetting Pack	N/A	PROCESSOR	20015921
Siebel Remote Client	N/A	APPLICATION USER	20015921
Oracle Partner Analytics Fusion Edition	N/A	APPLICATION USER	20015921
Oracle Identity Manager Connector - Peoplesoft Enterprise Applications	N/A	CONNECTOR	20015921
Oracle Real Application Clusters	N/A	PROCESSOR	20015921
Oracle Application Management Suite For Siebel	N/A	PROCESSOR	20015921
Oracle Data Integrator Enterprise Edition	N/A	PROCESSOR	20015921
Oracle Policy Automation Connector For Siebel	N/A	PROCESSOR	20015921
Oracle Enterprise Data Quality Address Verification Server	N/A	PROCESSOR	20015921
Oracle Unified Business Process Management Suite	N/A	PROCESSOR	20015921
Oracle User Productivity Kit Standard	N/A	APPLICATION USER	20015921
Oracle Activity Hub B2c For Oracle Customer Hub B2c	N/A	RECORD	20015921
Oracle Customer Hub Data Steward	N/A	APPLICATION USER	20015921
Oracle Identity Manager Connector - Database User Management	N/A	CONNECTOR	20015921
Oracle Application Integration Architecture Foundation Pack	N/A	PROCESSOR	20015921
Oracle Application Adapters For Data Integration For Siebel	N/A	PROCESSOR	20015921

Oracle Business Intelligence Suite Enterprise Edition Plus	N/A	NAMED USER PLUS	20015921
Oracle Weblogic Suite	N/A	PROCESSOR	20015921
Oracle Identity And Access Management Suite Plus	N/A	NONSTANDARD USER	20015921
Oracle Case Management Analytics Fusion Edition	N/A	APPLICATION USER	20015921
Siebel Data Quality		APPLICATION USER	20015921
Siebel Email Response	N/A	APPLICATION USER	20015921
Oracle Tuning Pack	N/A	PROCESSOR	20015921
Oracle Identity Manager Connector - Ibm Racf	N/A	CONNECTOR	20015921
Siebel Field Service Integration To Oracle Real-Time Scheduler	N/A	PROCESSOR	20015921
Oracle Activity Hub B2b For Oracle Customer Hub B2b	N/A	RECORD	20015921
Oracle Diagnostics Pack	N/A	PROCESSOR	20015921
Oracle Database Enterprise Edition	N/A	PROCESSOR	20015921
Oracle Enterprise Repository	N/A	PROCESSOR	20015921
Siebel Crm Base	N/A	APPLICATION USER	20015921
Oracle Business Intelligence Management Pack	N/A	NAMED USER PLUS	20015921
Oracle Soa Suite For Oracle Middleware	N/A	PROCESSOR	20015921
Siebel Mobile	N/A	APPLICATION USER	20015921
Siebel Cti	N/A	APPLICATION USER	20015921

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OD AMENDMENT SIX REMOVED PROGRAMS EXHIBIT

Product Description / License Type	CSI Number	Quantity	AHS Use	AoA Use	Statewide Use
Service Registry – Processor Perpetual	20015921	0	A	D	
Oracle Tutor – Application User Perpetual	20015921	0	A		

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Exhibit 4 to Attachment A
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 #6) 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)	6,341,357.73
$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)	
$709,230.80 (12 months, February 18, 2015 – February 17, 2016)	
*$709,230.80 (12 months, February 18, 2016 – February 17, 2017)	
$709,230.80 (12 months, February 18, 2017 – February 17, 2018)	
$709,230.80 (12 months, February 18, 2018 – February 17, 2019)	
*$ 709,230.80 (12 months, February 18, 2019 – February 17, 2020)	
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)	4,664,475.91
$639,635.71 (355 days, February 28, 2013 – February 17, 2014)	
$670,806.70 (12 months, February 18, 2014 – February 17, 2015)	
$670,806.70 (12 months, February 18, 2015 – February 17, 2016)	
*$670,806.70 (12 months, February 18, 2016 – February 17, 2017)	
$670,806.70 (12 months, February 18, 2017 – February 17, 2018)	
$670,806.70 (12 months, February 18, 2018 – February 17, 2019)	
*$ 670,806.70 (12 months, February 18, 2019 – February 17, 2020)	
Net license fees for the new program licenses (acquired under OD Amendment #4)	317,060.50
Net technical support fees for the new program licenses (acquired under OD Amendment #4)	429,221.74
$80,455.19 (421 days, December 24, 2013 – February 17, 2015)	
$69,753.31 (365 days, February 18, 2015 – February 17, 2016)	
*$69,753.31 (365 days, February 18, 2016 – February 17, 2017)	
$69,753.31 (365 days, February 18, 2017 – February 17, 2018)	
$69,753.31 (365 days, February 18, 2018 – February 17, 2019)	
*$69,753.31 (365 days, February 18, 2019 – February 17, 2020)	
Net license fees for the new and extended program licenses (acquired under OD Amendment #5)	1,580,000.00
Net technical support fees for the new and extended program licenses (acquired under OD Amendment #5)	1,738,000.00
$347,600 (12 months, February 18, 2015 – February 17, 2016)	
*$347,600 (12 months, February 18, 2016 – February 17, 2017)	
$347,600 (12 months, February 18, 2017 – February 17, 2018)	
$347,600 (12 months, February 18, 2018 – February 17, 2019)	
*$347,600 (12 months, February 18, 2019 – February 17, 2020)	
Net license fees for the new and extended program licenses (acquired under OD Amendment #6)	873,868.50
Net technical support fees for the new and extended program licenses (acquired under OD Amendment #6)	576,855.21

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$192,285.07 (12 months, February 18, 2017 – February 17, 2018)
$192,285.07 (12 months, February 18, 2018 – February 17, 2019)
*$192,285.07 (12 months, February 18, 2019 – February 17, 2020)

Estimated Maximum Contract Amount   **$ 22,667,627.27**

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.