



AMENDMENT TWO

ORACLE CONTRACT INFORMATION

This Amendment Two ("Amendment") amends the Volume Pricing Contract, aka "Master Agreement 2004", effective February 28, 2004 ("SLSA-10608755-28-FEB-2004"), and all amendments and addenda thereto (the "Agreement") between The University of Texas System ("you") and Oracle USA, Inc., formally Oracle Corporation ("Oracle").

The parties agree to amend the Agreement as follows:

1. Section 10.01. Programs, Software Update and Product Support

Section 10.01 subsection (D) of the Agreement, as amended, shall be deleted and replaced with the following:

Should you elect to renew Software Update License & Support for additional licenses that you may be purchased and are acquired under the Master Agreement 2004, then for the support renewal years specified in the technical support renewal table below, the annual fee for Software Update License & Support for the applicable period will not increase by more than the percentages stated in the table. Thereafter, renewal of SULS shall be in accordance with the policies and fees in effect at the time such services are renewed.

Technical Support Renewal Table

First Day of Technical Support Renewal is Between	Not to Exceed Annual Increase Over Previous Year's Software Update License & Support Fee
May 29, 2009 through May 28, 2010	0%
May 29, 2010 through May 28, 2011	0%
May 29, 2011 through May 28, 2012	0%
May 29, 2012 through May 28, 2013	0%
May 29, 2013 through May 28, 2014	2%
May 29, 2014 through May 28, 2015	2%
May 29, 2015 through May 28, 2016	2%
May 29, 2016 through May 28, 2017	2%
May 29, 2017 through May 28, 2018	2%

2. APPENDIX A. STANDARD CLAUSE

Section 3 of Amendment One to the Agreement deleted Section 4. "TECHNOLOGY ACCESS CLAUSE, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE" from Appendix A to the Agreement and replaced it with a new Section 4 to APPENDIX A, STANDARD CLAUSE. This Amendment Two deletes Section 4 of APPENDIX A, STANDARD CLAUSE, from the Agreement in its entirety and replaces it with the following new Section 4 added to APPENDIX A of the Agreement:

"4. ACCESS BY INDIVIDUALS WITH DISABILITIES. Oracle represents and warrants that its PeopleSoft and Oracle products and all related information documentation, or support (collectively "E&IR") that it provides under this Contract are in compliance with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code as referenced in the applicable Voluntary Product Accessibility Template(s) ("VPAT") available at www.oracle.com/accessibility/vpats.html. In the event that you become aware that the representations and warranties made by Oracle under the preceding sentence, or any portion thereof, is not accurate, then you will notify Oracle of the non-compliant E&IR, and, in turn, Oracle will, at no cost to you, either (1) perform all necessary remediation of such E&IR so that the above representations and warranties are accurate or (2) provide replacement E&IR that satisfies the above representations and warranties. In the event Oracle determines that it is not able to perform the remediation or the replacement set forth in the preceding sentence, then Oracle will notify you and, if Oracle so notifies you, then within thirty (30) days of such notice, you may return the noncompliant E&IR provided by Oracle under this Contract, in which case Oracle will refund to you all amounts you have paid under this Contract for such noncompliant E&IR. Notwithstanding anything to the contrary in this Contract, to the extent not prohibited by the laws

and Constitution of the State of Texas, this paragraph states the complete and exclusive remedy for claims related to access by individuals with disabilities.

Notwithstanding the previous paragraph, the Oracle representation and warranty set forth in this Section 4 does not apply to (1) any software owned, provided, or licensed by a party other than Oracle or identified on the applicable order document as a third party program ("Third Party Programs"), (2) to any Oracle products identified by the Texas Department of Information Resources ("DIR") as specific technologies for which compliance with the applicable provisions of Title 1, Chapter 213 of the *Texas Administrative Code* would impose a significant difficulty or expense for a Texas institution of higher education, as identified by DIR under "Exceptions and Emerging Technologies" in the Accessibility Section of the State Web Site Guidelines available from <http://www.dir.state.tx.us>, or (3) to Oracle products for which an exception from compliance with Chapter 213 of Title 1 of the *Texas Administrative Code* is approved pursuant to §2054.460 of the *Texas Government Code* and Title 1, Chapter 213 of the *Texas Administrative Code*."

3. APPENDIX A. STANDARD CLAUSE

The following is added as Section 14 to Appendix A:

"14. **Eligibility Certification.** Pursuant to Section 2155.006, *Texas Government Code*, Oracle certifies that it is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate."

Subject to the modifications herein, the agreement shall remain in full force and effect.

The effective date of this amendment is _____. (to be completed by Oracle)

University of Texas System

Authorized Signature: _____

Scott C. Kelley

Executive Vice Chancellor for Business Affairs

Signature Date: 5-29-2008

Oracle USA, Inc.

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____