

Appendix E – SAMPLE Oracle Ordering Document

ORACLE®

Ordering Document

Customer Name:

Customer Location:

ORACLE CONTRACT INFORMATION

Agreement:

Agreement Name: **SLSA-10608755-28-FEB-2004**

This Ordering Document incorporates by reference the terms of the Master Agreement 2004 (“Agreement”). “Customer” as used in the Ordering Document shall be understood to mean the Authorized User executing this Ordering Document.

A. PROGRAMS

Customer hereby orders the program licenses described below for use in the U.S., unless otherwise specified. All fees on this Ordering Document are in U.S. dollars.

Product Description/ License Type	Quantity	List Fee	Discount	Net Fee
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<u>CD Pack Description</u>	<u>Quantity</u>			<u>Net Fee</u>
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	List Fee	Discount	Net Fees
License Fees			
Product Support Fees			
Software Updates Fees			
Other Fees			
CD Pack Fees			

Total Fees

B. GENERAL TERMS

1. Technical Support. Technical Support consists of Software Updates, Product Support and/or other Technical Support services Customer may have ordered. Fees for Technical Support are due and payable annually in advance. Technical Support acquired under this Ordering Document shall be for a period of 12 months. Technical Support is effective upon shipment or from the Effective Date of this Ordering Document if shipment is not required.
2. Miscellaneous. Section A of this Ordering Document specifies the CD Pack(s) on the particular computer operating system requested by Customer, which have been shipped or currently are being shipped to Customer. Where shipment is required, Oracle shall deliver to the address specified by Customer on their purchasing document or when the purchasing document does not indicate a ship to address, Oracle shall deliver to the Customer Location, the CD Pack(s) listed in Section A that include 1 copy of the software media and 1 set of Documentation (in the form generally available) for each Program licensed under this Ordering Document which is currently available in production release as of the Effective Date below. Some Programs may also include any source code Oracle may provide as part of its standard shipment of such Programs, which source code shall be governed by the terms of the Agreement. Customer shall be responsible for installation of the software. All fees due under this Ordering Document shall be non-cancellable and the sums paid nonrefundable, except as provided in the Agreement. Customer agrees to pay applicable media and shipping charges. Provided Customer continuously maintains Software Updates, additional CD Packs for the Programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. If Customer loses or damages the media containing a Program licensed hereunder, upon Customer's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. The following shipping terms shall apply: FCA Destination, Prepaid, and Add. These terms shall also apply to any options exercised by Customer.

The Program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services Customer may receive or has received from Oracle and do not require Customer to purchase Oracle's consulting services. Customer agrees that Customer has not relied on the future availability of any Programs or releases in entering into the payment obligations in this Ordering Document.

This quote is valid through _____, 2004 and shall become binding upon execution by Customer and acceptance by Oracle.

The Effective Date of this Ordering Document shall be_____.

(AUTHORIZED USER)

ORACLE CORPORATION

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____