



AMENDMENT ONE

ORACLE CONTRACT INFORMATION

This Amendment ("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 2. MASTER AGREEMENT 2004 TERM***

Delete the first sentence under Section 2. MASTER AGREEMENT 2004 TERM, and replace with the following:

"The term of this Master Agreement 2004 shall be eight (8) years commencing on February 28, 2004 (the "primary term")."

2. ***Section 10.01. Programs, Software Update and Product Support.***

Revise subsection (D) as follows:

- (D) Software Updates and Product Support for licenses acquired under the terms of the Master Agreement 2004 may be renewed annually, and during the first five (5) years of the primary term of this Master Agreement 2004 the service fees for Software Updates and Product Support for such licenses will not increase over the prior year's fees and during the sixth and seventh years of the primary term of this Master Agreement 2004 the service fees for Software Updates and Product Support for such licenses will not increase by more than 3% over the prior year's fees. Thereafter, renewal of Software Updates and Product Support shall be in accordance with the policies and fees in effect at the time such services are renewed.

3. ***APPENDIX A. STANDARD CLAUSE***

Delete Section 4. TECHNOLOGY ACCESS CLAUSE, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE, and replace with the following:

4. **ACCESS BY INDIVIDUALS WITH DISABILITIES.** Oracle represents and warrants that the electronic and information resources 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 <http://www.oracle.com/accessibility/templates/t946.html>. In the event that you become aware that the representations and warranties made by Oracle under the preceding sentence, or any portion thereof, are 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.

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

The effective date of this Amendment is February 28, 2007.

University of Texas System

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

Oracle USA, Inc.

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____