



## AMENDMENT SEVEN

### ORACLE CONTRACT INFORMATION

This amendment amends the Volume Pricing Contract, aka “Master Agreement 2004” (SLSA-10608755-28-FEB-2004), dated February 28, 2004, and all amendments and addenda thereto (the “agreement”) between The University of Texas System (“you”) and Oracle America, Inc. (“Oracle”) formally Oracle USA, Inc (“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 it with the following:*

"The term of this Master Agreement 2004 shall be three (3) years from the effective date of this amendment seven (the "term")."

#### 2. Section 9.02 Oracle University

*Delete Section 9.02 Education Units and replace it with the following:*

“Oracle University

Customer may purchase Oracle University course offerings at the then current commercial list price in effect at the time the order is placed less a fifteen percent (15%) discount. A description of Oracle University’s current education policies and most current course offerings are set forth at: <http://education.oracle.com>.”

#### 3. Section 9.04 Consulting Services

*Add the following as new section 9.04:*

"In each ordering document, the Authorized User and Oracle shall determine whether or not to include language requiring Oracle to have an appropriate criminal background checks performed on the personnel it provides to perform on-site work under that ordering document. If an Authorized User desires a criminal background check in connection with services that would be performed by Oracle persons not on-site, the Authorized User and Oracle will discuss the request and inclusion of corresponding ordering document language during negotiation of the ordering document. Oracle will comply with such background check requirements as stated in the signed ordering document (e.g., Oracle, or its agent, will perform such background checks or confirm that such background checks have been completed.) Oracle will review the results in accordance with state and federal laws before determining whether to assign an individual to perform service under the ordering document."

#### 4. Section 10.01 Programs, Software Update and Product Support

*Delete subsection B of Section 10.01 Programs, Software Update and Product Support and replace it with the following:*

“(B). For the term of this agreement, Authorized User(s) who qualify as educational providers under §2054.003, Texas Government Code, may acquire Campus Wide Programs and first year technical support in the Named User Plus license metric at a minimum of 90% discount off the fees listed on the Oracle Technology Price List dated January 10, 2013. User minimums and license rules do not apply to Campus Wide Programs.

Additionally, during the primary term of this agreement, Authorized Users who have acquired licenses for Campus Wide Programs under an Order placed under the terms of this agreement may acquire additional licenses of such Campus Wide Programs at the same pricing as the Authorized User's initial order, except for the following programs:

- Oracle Database Enterprise Edition – Named User Plus Perpetual – Campus Wide Program
- Diagnostics Pack – Named User Plus Perpetual – Campus Wide Program
- Tuning Pack – Named User Plus Perpetual – Campus Wide Program
- Real Application Clusters – Named User Plus Perpetual – Campus Wide Program
- Internet Application Server Enterprise Edition – Named User Plus Perpetual – Campus Wide Program
- Advanced Security – Named User Plus Perpetual – Campus Wide Program
- Partitioning – Named User Plus Perpetual – Campus Wide Program

provided the Authorized User has continuously maintained Software Updates and Product Support for the Programs licensed on its initial order. Authorized Users may also acquire licenses for Campus Wide Programs under an Order placed under the terms of the Master Agreement set forth in the attached Price Hold Exhibit A provided the Program is in production release when ordered and, provided the Authorized User has continuously maintained Software Updates and Product Support for the Programs licensed on its preceding order(s) of Campus Wide Programs.”

## 5. Section 10.08 Administrative Fee

*Delete Section 10.08 Administrative Fee and replace it with the following:*

“Oracle agrees that any prices quoted to Authorized Users by Oracle under this Master Agreement shall include the Administrative Fee. The Administrative Fee shall be included in the pricing set forth on the applicable Ordering Document. The Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Authorized Users. Oracle will pay UT, on the thirtieth (30th) day of the close of the previous month period, a 0.5% Administrative Fee based on the dollar value of all sales to Authorized Users pursuant to this Master Agreement. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$500.00.”

## 6. Price Hold Exhibit A

*Price Hold Exhibit A attached to this Amendment is attached to and incorporated into the Master Agreement 2004 for all purposes.*

Subject to the modifications herein, which are in effect only for the three year contract term extension of the agreement created by this amendment seven, the agreement shall remain in full force and effect.

The effective date of this amendment seven is \_\_\_\_\_, 2013. (to be completed by Oracle)

### The University of Texas System

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

### Oracle America, Inc.

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**Price Hold Exhibit A**

<b>Programs</b>	<b>Qty</b>	<b>Net License Fee</b>	<b>Net Support Fee</b>
Oracle Database Enterprise Edition – Named User Plus Perpetual – Campus Wide Program	1	14.25	3.14
Diagnostics Pack – Named User Plus Perpetual – Campus Wide Program	1	1.50	0.33
Tuning Pack – Named User Plus Perpetual – Campus Wide Program	1	1.50	0.33
Real Application Clusters – Named User Plus Perpetual – Campus Wide Program	1	6.90	1.52
Internet Application Server Enterprise Edition – Named User Plus Perpetual – Campus Wide Program	1	10.50	2.31
Advanced Security – Named User Plus Perpetual – Campus Wide Program	1	3.45	0.76
Partitioning – Named User Plus Perpetual – Campus Wide Program	1	3.45	0.76