GOVERNMENT ORDERING DOCUMENT

CONTRACT INFORMATION

GSA Schedule Contract Number: **GS-35F-0153M** ("GSA Schedule Contract")

ESI BPA Number: **W91QUZ-09-A - 0003** ("BPA")

This government ordering document (the "ordering document") incorporates by reference the terms of GSA Schedule Contract and ESI BPA defined above. The effective date of this ordering document is 25-May-2012 ("Effective Date").

The U.S Army Contract Command – Rock Island (ACC-RI) ("Contracting Activity") has ordered from Mythics, Inc. ("Mythics") the hardware, programs and services in the CLINS set forth in the CLIN Table below. The licensee of the programs and the holder to the title of the hardware is the US Army. Oracle America, Inc. ("Oracle") is the manufacturer/licensor of the ordered hardware/ programs.

The hardware, programs and services purchased under this ordering document are for distribution to the Army Materiel Command (AMC) and the Army Program Executive Office – Enterprise Information Systems (PEO EIS) (individually, the "Command" and collectively, the "Commands"). For the purposes of this ordering document, the Commands are comprised of only the subcommands (which report to the Commands), and the components (which report to the subcommands) set forth in the table included in the **Authorized Army Subcommands/Components Exhibit** (individually, the "Authorized Army Subcommand/Component" and collectively, the "Authorized Army Subcommands/Components"). Such hardware, programs and services may only be accessed or used by an Authorized Army Subcommand/Component for the internal business operations of itself or another subcommand or component listed on the Authorized Army Subcommands/Components Exhibit. For the avoidance of doubt, if a US Army subcommand or component is not listed on the Authorized Army Subcommands/Components Exhibit, such subcommand or component may not access or use the programs licensed under this ordering document for its internal business operations; furthermore, an Authorized Army Subcommand/Component may not access or use the programs licensed under this ordering document for the internal business operations of any subcommand or component not listed on the Authorized Army Subcommands/Components Exhibit.

A. CLINS FOR THE ORDERED PROGRAMS, HARDWARE, SERVICES AND MEDIA PACKS

CLIN/ SubCLN	Net Fee	CLIN Description
0001		**Comprised of SubCLIN 0001a and 0001b**
0001a	NSP	Technology Programs (Unlimited Deployment Licenses and Quantity Based Licenses) for AMC and PEO EIS Authorized Army Subcommands/Components.
0001b	NSP	Exadata Hardware and Exadata Program (Quantity Based License) for AMC and PEO EIS Authorized Army Subcommands/Components.

CLIN/ SubCLN	Net Fee	CLIN Description
0002		**Comprised of SubCLIN 0002a and 0002b**
0002a	NSP	Software Update License & Support ("SULS") for Technology Programs in CLIN 0001a with a period of performance from the Effective Date to 31-Dec-2012.
0002b	NSP	Premier Support for Systems for the Exadata Hardware in CLIN 0001b with a period of performance beginning on the hardware ship date and ending on 31-Dec-2012; SULS for the Exadata Program in CLIN 0001b with a period of performance beginning on the Effective Date and ending on 31-Dec-2012; and Customer Data & Device Retention for Exadata Hardware in CLIN 0001b with a period of performance beginning on the hardware ship date and ending on 31-Dec-2012.
0003		**SULS for Migrated Licenses (defined below in section E.1) allocated to AMC Authorized Army Subcommands/Components with a period of performance beginning on the first day of lapsed technical support and ending on 31-Dec-2012.**
0004		**SULS for Migrated Licenses allocated to PEO EIS Authorized Army Subcommands/Components with a period of performance beginning on is the first day after lapsed technical support and ending on 31-Dec-2012.**
N/A	**$0.00**	**Freight**
N/A	**$0.00**	**Media Packs**
N/A	**$0.00**	**Installation Services**
N/A	**$0.00**	**Configuration Services**
TOTAL:		

Set forth below is the list of the hardware and programs that are contained in the SubCLINs that comprise CLIN 0001.

#SubCLIN 0001a: Program Name / License Type	**Quantity**
*Oracle Database Enterprise Edition – Processor Perpetual	Unlimited
*Oracle Database Standard Edition – Processor Perpetual	Unlimited
*Oracle Database Standard Edition One – Processor Perpetual	Unlimited
*Oracle Database Personal Edition – Named User Plus Perpetual	Unlimited
*Diagnostics Pack – Processor Perpetual	Unlimited
*Tuning Pack – Processor Perpetual	Unlimited
*WebLogic Suite – Processor Perpetual	Unlimited
*Real Application Clusters – Processor Perpetual	Unlimited
*Identity and Access Management Suite Plus – Processor Perpetual	Unlimited
*Partitioning – Processor Perpetual	Unlimited
*Database Lifecycle Management Pack – Processor Perpetual	Unlimited
*Advanced Security – Processor Perpetual	Unlimited
*Spatial – Processor Perpetual	Unlimited
*Business Intelligence Server Enterprise Edition – Processor Perpetual	Unlimited
^Oracle Endeca Information Discovery – Named User Plus Perpetual	610
^Oracle Endeca Server – Processor Perpetual	64

#SubCLIN 0001a:	
Program Name / License Type	**Quantity**
^Oracle Endeca Content Management System Connector for Documentum – Connector Perpetual	1
^Oracle Endeca Content Management System Connector for Documentum eRoom – Connector Perpetual	1
^Oracle Endeca Content Management System Connector for Filenet Doc & Image Services – Connector Perpetual	1
^Oracle Endeca Content Management System Connector for Filenet P8 – Connector Perpetual	1
^Oracle Endeca Content Management System Connector for MS Sharepoint – Connector Perpetual	1
^Identity Manager Connector - Database User Managem ent – Connector Perpetual	1
^Identity Manager Connector - Microsoft Active Directory – Connector Perpetual	1
^Identity Manager Connector - PeopleSoft Enterprise Applications – Connector Perpetual	1
^Identity Manager Connector - SAP Enterprise Applications – Connector Perpetual	1
^Identity Manager Connector - Sun Java System Directory – Connector Perpetual	1
^Database Vault – Processor Perpetual	500
^WebCenter Suite Plus – Processor Perpetual	75
^Business Intelligence Server Administrator – Named User Plus Perpetual	50

#SubCLIN 0001b:			
Item	**Part Number**	**Hardware Description**	**Quantity**
1	R1242B	Exadata X2-8 ATO Model	2
1.1	7100980	Exadata Database Machine X2-8 HP Full Rack	2
1.2	6444A	Two 3-phase low voltage 24 kVA PDUs, two 4 meters 120 A max captive power source cords with IEC309-IP67 plugs on each PDU. Common use in US, Canada, Mexico, Japan, Taiwan	2
1.3	R1242B-AA	42 RU Base Rack Exadata X2-8	2
1.4	R1242-AA	Exadata V2 42 RU Base Rack	2
2	R1242	Exadata System ATO Model	1
2.1	FR-42M2-SF-2	Exadata Database Machine X2-2 HP Full Rack	1
2.2	6440A	LV 3P PDU for 42 RU Base Rack	1
2.3	6450A	KMM Drawer English	1
2.4	R1242-AA	Exadata V2 42 RU Base Rack	1
Product Description / License Type			**Quantity**
^Exadata Storage Server Software - Disk Drive Perpetual			504

Set forth below is the additional information for ordered items that are not contained in the SubCLINs that comprise CLIN 0001.

CLIN N/A:	
Description	**Quantity**
Media Packs:	
• Oracle Database 11g Media Pack for Microsoft Windows (32-bit)	1
• Oracle Database 11g Media Pack for Linux x86-64	1
• Oracle Business Intelligence 11g Media Pack for Linux x86-64	1
• Oracle Endeca Information Discovery Media Pack for Linux x86-64	1
• Oracle Exadata Storage Server Software 11g Media Pack	1
• Oracle Fusion Middleware 11g Media Pack for Linux x86-64	1
Installation Services and Configuration Services	3

SUBCLIN TABLE NOTES:
The SubCLINs designated above with a pound ("#") contain software. Software items listed separately within the CLIN (eg. Oracle Database Enterprise Edition, Exadata Storage Server Software) are considered "programs" as defined in the above-referenced GSA Schedule Contract; terms and conditions specific to programs in the ordering document are set forth in section B below. Other software, the operating system and integrated software, are not listed separately but are provided under SubCLIN 0001b; the operating system and the integrated software are not considered programs; the terms and conditions specific to the operating systems and integrated software in the ordering document are set forth in section C below.

The programs designated above with an asterisk ("*") are for the access or use on an unlimited number of Processors for a three (3) year term, 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"). Additionally, with the execution of the ordering document, neither Oracle nor Mythics may require the US Army to pay any additional licenses fees for the Unlimited Deployment Programs ordered hereunder or the Migrated Licenses, on the Certification Date under the certification process (defined and described in section B.4.a.ii below) except as otherwise provided for due to the re-structuring of a Command or an Authorized Army Subcommand/Component as described and pursuant to section B.4.b.i.

The programs designated above with a caret ("^") are licensed for the quantity of the associated license type indicated in the table above for each such program, and may be accessed or used subject to the terms and conditions of this ordering document (such programs being referred to herein as the "Quantity Based Programs"). The Quantity Based Programs are not part of the Unlimited Deployment Programs or the Unlimited Deployment Right (defined in section B.4.a.i. below).

B. TERMS SPECIFIC TO PROGRAMS (All items in CLIN 0001a and only the Exadata Program in CLIN 0001b)

1. Commencement Date
All program licenses are effective upon the Effective Date.

2. Delivery
Oracle has made available to the US Army for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com the programs listed in SubCLIN 0001a and 0001b. Through the Internet URL, the US Army can access and electronically download to your

locations the software and related documentation for each program listed in SubCLIN 0001a and 0001b. Provided that the programs listed in SubCLIN 0001a and 0001b have been continuously maintained under technical support, the US Army may continue to download the software and related program documentation for these programs. 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. Mythics will deliver to the US Army the tangible media on the particular hardware/operating system combination(s) listed in section A. Each media pack consists of 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program included in the media pack.

3. **Definitions for the License Types**

- **Connector:** is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

- **Disk Drive**: is defined as a spinning media device that stores data accessed by the Oracle Exadata Storage Server Software program.

- **Named User Plus / Named User:** is defined as an individual authorized by the Authorized Army Subcommand/Component to access or use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to access or use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. The Authorized Army Subcommands/Components are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section in the GSA Schedule Contract and BPA; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

- **Processor:** shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by the Authorized Army Subcommand/Component's internal users (including agents and contractors) and by its third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

  For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor

Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

4. Specific to the Unlimited Deployment Programs Only

a. Unlimited Deployment Right

i. General. In consideration of the payment of the license fees specified in SubCLIN 0001a, for 3 years from the effective date of this ordering document (or earlier as set forth in section B.4.a.iii or B.4.b) (the "Unlimited Deployment Period"), the US Army will receive the right to distribute to the Commands (the "Unlimited Deployment Right"), and for the Authorized Army Subcommands/Components to access or use, the Unlimited Deployment Programs on or by an unlimited number of the associated license type, provided that (i) the access or use of such Unlimited Deployment Programs shall be in compliance with the terms of the GSA Schedule Contract, the BPA and this ordering document, and (ii) the Total Support Stream (defined below) has been continuously maintained.

For purposes of this ordering document, the "Total Support Stream" shall mean (i) the existing technical support for the Migrated Licenses (as defined section E.1 below); (ii) the technical support for the program licenses in CLIN 0001; (iii) technical support for all Oracle programs licensed as a result of any re-structure, as described in section B.4.b below, (iv) technical support for any program licenses purchased under CLIN 0007, 0012, 0024 and 0034 for access or use by the Authorized Army Subcommands/Components; and (v) the existing technical support for the program licenses acquired by the Logistic Support Activity of the Amy Materiel Command under Contract Number W31P4Q-11-C-0185 ("LOGSA Licenses").

On the third (3rd) anniversary of the effective date of this ordering document (or earlier as set forth in section B.4.a.iii or B.4.b), the Unlimited Deployment Period and Unlimited Deployment right shall terminate, and within 30 days of such third (3rd) anniversary (or earlier as set forth in section B.4.a.iii or B.4.b) (the "Certification Date"), the US Army shall follow the certification process set forth in section B.4.a.ii below.

ii. Certification Process. On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), the US Army shall furnish Oracle with a certification signed by an authorized contracting officer verifying the quantities of applicable license type(s) for each Unlimited Deployment Program (limited to the license type accompanying each Unlimited Deployment Program in SubCLIN 0001a) installed and running (or otherwise in production use as measured and allowed by each respective license type) as of the date on which the Unlimited Deployment Period ends (such certified quantity, the "Certified Deployment"). On the date the Unlimited Deployment Period ends, the quantity of licenses of the Unlimited Deployment Programs shall be fixed and limited as set forth in the Certified Deployment.

For the Oracle Database Personal Edition program only, the certification of use must include only individuals or non-human devices (which are measured in the Named User Plus license type) that have accessed the Oracle Database Personal Edition program 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 individuals or non-human devices that may have accessed the Oracle Database Personal Edition program prior to the Counted Access Term but not at least once during the Counted Access Term may not be included in the Certified Deployment.

When determining the number of required licenses in the certification process for the Unlimited Deployment Programs with the license type of Processor, the core processor licensing factor on the Oracle Processor Core Factor Table shall be used.

Oracle Processor Core Factor Table	
(Effective 16-Mar-2009 and Updated by Oracle on 16-Apr-2012)	
Vendor and Processor	**Core Processor Licensing Factor**
Sun and Fujitsu UltraSPARC T1 processor (1.0 or 1.2 GHz) **Only named servers including:** Sun Fire T1000 Server, SPARC Enterprise T1000 Server*, with 6 or 8-core 1.0 GHz UltraSPARC T1 processor Sun Fire T2000 Server, SPARC Enterprise T2000 Server*, with 4, 6, or 8-core 1.0 GHz, or 8 core 1.2 GHz UltraSPARC T1 processor	0.25
Sun Netra T2000, 1.0 or 1.2 GHz UltraSPARC T1 processor	0.25
SPARC T3 processor	0.25
Vendor and Processor	**Core Processor Licensing Factor**
Sun and Fujitsu UltraSPARC T1 1.4 GHz **Only named servers including:** Sun Fire T2000 Server and SPARC Enterprise T2000 Server*, with 8-core, 1.4 GHz UltraSPARC T1 processor	0.50
Sun T6300, 1.4 GHz UltraSPARC T1 processor	0.50
AMD Opteron Models 13XX, 23XX, 24XX, 32XX, 41XX, 42XX, 61XX, 62XX, 83XX, 84XX or earlier Multicore chips	0.50
Intel Xeon Series 56XX, Series 65XX, Series 75XX, Series E7-28XX, Series E7-48XX, Series E7-88XX, Series E5-26XX, Series E5-16XX, Series E3-12XX or earlier Multicore chips	0.50
Intel Itanium Series 93XX or earlier Multicore chips *(For servers purchased prior to Dec 1st, 2010)*	0.50
Intel or AMD Desktop, Laptop/Notebook, or Netbook Multicore chips	0.50
Sun UltraSPARC T2+	0.50
SPARC64 VII+	0.50
SPARC T4 processor	0.50
Sun and Fujitsu SPARC64 VI, VII	0.75
Sun UltraSPARC IV, IV+, or earlier Multicore chips	0.75
Sun UltraSPARC T2	0.75
HP PA-RISC	0.75
IBM POWER5+ or earlier Multicore chips	0.75
All Single Core Chips	1.00
Vendor and Processor	**Core Processor Licensing Factor**
Intel Itanium Series 93XX *(For servers purchased on or after Dec 1st, 2010)*	1.00
IBM POWER6	1.00

IBM POWER7	1.00
IBM System z (z10 and earlier)	1.00
All Other Multicore chips	1.00

iii. Breach of Unlimited Deployment Terms. Upon the date that the US Army first fails to meet any of the conditions specified in section B.4.a.i above (the "Non-Compliance Date"), then the Unlimited Deployment Period and the Unlimited Deployment Right shall immediately terminate, the Certification Date shall be accelerated to 15 business days after the Non-Compliance Date (the "Accelerated Certification Date"), and the US Army shall follow the certification process set forth in section B.4.a.ii above.

The US Army shall not be entitled to any credit or refund as a result of such termination of the Unlimited Deployment Period. If the non-compliance is due to failure to maintain the Total Support Stream, the program licenses after the Non-Compliance Date and all desupported licenses will be subject to Oracle's technical support pricing and policies in effect on the Non-Compliance Date.

iv. End of Unlimited Deployment Period. Following the end of the Unlimited Deployment Period, the access or use of the programs licensed and certified pursuant to the certification process set forth in section B.4.a.ii. will continue to be in accordance with the GSA Schedule Contract, the BPA and this ordering document.

Following the end of the Unlimited Deployment Period, and regardless of the quantity of program licenses in the Certified Deployment, the annual technical support fee for the programs licensed under this ordering document shall be based on but shall in no event be less than the annual technical support fee paid for such program licenses at the support renewal immediately prior to the end of the Unlimited Deployment Period.

If at any time after the end of the Unlimited Deployment Period the distribution, access or use of the programs licensed and certified pursuant to the certification process set forth in section B.4.a.ii exceeds the Certified Deployment, then the US Army must acquire additional licenses and technical support for such program(s) for such exceeded access or use in accordance with Oracle's then current prices and policies.

If at any time after the end of the Unlimited Deployment Period the distribution, access or use of the programs licensed and certified pursuant to the certification process set forth in section B.4.a.ii decreases such that such access or use is below the Certified Deployment, the US Army shall not be entitled to a refund or credit of any license and/or technical support fees paid under this ordering document.

v. Restriction on Assignment. Notwithstanding anything to the contrary in the GSA Schedule Contract or BPA, during the Unlimited Deployment Period the US Army may not assign the licenses of the Unlimited Deployment Programs acquired under this ordering document, or give or transfer an interest in them to another individual or entity .

b. Re-structure of a Command/Authorized Army Subcommand/Component

i. If any Command, subcommand or component listed on the Authorized Army Subcommands/Components Exhibit assumes responsibility for another US Army entity, the US Army entity shall be included in the Unlimited Deployment Right for the remainder of the Unlimited Deployment Period, subject to the terms and conditions of this ordering document and the GSA Schedule Contract and BPA, provided that, (x) the Total Support Stream has been

continuously maintained, (y) the additional US Army entity is required to migrate all of its licenses of any versions or releases of the Unlimited Deployment Programs in accordance with Oracle's then-current migration and technical support policies (including any fees associated with lapsed support), and (z) this ordering document will be amended by the parties to:

- add the additional license and technical support fees as agreed to by the parties; and
- add the annual technical support fee for the additional US Army entity's migrated licenses to the Total Support Stream; and
- replace the Authorized Army Subcommands/Components Exhibit as appropriate.

ii. If an Authorized Army Subcommand/Component is transferred to another command not listed on the Authorized Army Subcommands/Components Exhibit, then upon written notice to Oracle such Transferred Entity may access or use a portion of the licenses of the Unlimited Deployment Programs acquired under this ordering document during the Unlimited Deployment Period for up to 6 months following the transfer date, (the "Transfer Period") provided that: (a) the Transferred Entity agrees in writing to the terms and conditions of the GSA Schedule Contract and BPA and this ordering document, and (b) the Transfer Period shall not extend beyond the Unlimited Deployment Period (i.e., the Transfer Period shall terminate at the end of the Unlimited Deployment Period). During the Transfer Period, the Transferred Entity may access or use the Unlimited Deployment Programs only for its internal business operations. At the end of the Transfer Period, the Transferred Entity shall have no rights to use the Unlimited Deployment Programs under this ordering document. If the Transferred Entity wishes to continue its access or use of the Unlimited Deployment Programs beyond the Transfer Period, the Transferred Entity must acquire licenses and technical support for the same (in accordance with Oracle's then current prices and policies) pursuant to a mutually agreeable license agreement and ordering document with Oracle, which will govern its access or use of the programs.

iii. If a Command or subcommand listed on the Authorized Army Subcommands/Components Exhibit is subsumed by another command not listed on the Authorized Army Subcommand/Component Exhibit ("Replacement Command"), during the Unlimited Deployment Period the Unlimited Deployment Right shall not terminate early as set forth above provided:

- the US Army provides Oracle with written notice of the transfer to the Replacement Command within thirty (30) days of the transfer date; and
- the Replacement Command continues to operate the subsumed command or subsumed subcommand as an entity independent from the Replacement Command; and
- the personnel of the subsumed command or subsumed subcommand are not merged into the personnel population of the Replacement Command; and
- the subsumed command's software and systems remain independent from the software and systems of the Replacement Command; and
- the Replacement Command does not access or use the Unlimited Deployment Programs and such programs are not accessed or used for benefit or the internal business operations of the Replacement Command.

In the event that the provisions of this subsection above are not followed, then the Certification Date shall be accelerated to thirty (30) business days after the date on which the Command or subcommand is subsumed (the "Accelerated Certification Date"), and the US Army shall follow the certification process set forth in section B.4.a.ii above. The US Army shall not be entitled to any credit or refund as a result of such early termination of the Unlimited Deployment Period.

iv. If all Commands listed in the Authorized Army Subcommands/Components Exhibit are dissolved, then the Certification Date shall be accelerated to thirty (30) business days after the dissolution date (or the dissolution date of the last Command to be dissolved, if the Commands are not simultaneously dissolved) (the "Accelerated Certification Date"), and the US Army shall follow the certification process set forth in section B.4.a.ii above. The US Army shall not be entitled to any credit or refund as a result of such early termination of the Unlimited Deployment Period.

5. **License Rules and User Maximums/Minimums**
Notwithstanding anything contrary in the GSA Schedule Contract and BPA, the following license rules and user maximums/minimums apply:

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.

- Oracle Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.

- If Named User Plus licenses are purchased for the program listed below, the following user maximum applies:

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database

- When licensing the programs in Column A by Processor, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. Associated programs are those programs being used in conjunction with the program in Column A.

Column A	Column B
Database Enterprise Edition Options- Real Application Clusters, Partitioning, Spatial, Advanced Security **Database Enterprise Management Options**- Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack	Oracle Database Enterprise Edition

- When licensing the programs in Column A by Named User Plus, there is no requirement for the number of licenses for the programs listed below in column A to match the number of licenses of the associated program listed in column B. For the programs in Column A identified as Database Enterprise Options or Database Enterprise Management, the user minimum to be maintained is 25 Named User Plus per processor per associated program. For the programs in Column A identified as WebLogic Suite Options or Application Server Enterprise Management Options, the user

4. **Technical Support Fees**
The fees for the renewal of technical support in this ordering document (including the Future Purchases Exhibit) may increase as a result of the re-structuring of Commands or Authorized Army Subcommand/Components in accordance with section B.4.b or the inclusion of Omitted Licenses in accordance with section E.2 above.

5. **Order of Precedence**
In the event of any inconsistencies between the GSA Schedule Contract, the BPA and this ordering document, this ordering document shall take precedence.

6. **Complete Ordering Document**
This ordering document is comprised of the following documents:
- Government Ordering Document (17 pages)
- Authorized Army Subcommands/Components Exhibit (2 pages)
- Oracle's Order and Delivery Policies (8 pages)
- Unpaid Invoices Exhibit (8 pages)
- Migrated Licenses Exhibit (16 pages)
- Future Purchases Exhibit (11 pages)
- Attachment A (2 pages)
- Attachment B (1 pages)
- Attachment C (10 pages)

G. SPECIAL CONSIDERATION

1. **Annual Oracle Sponsored Symposium/Training Conference**
At Oracle's discretion but not more than once annually, Oracle may provide a symposium/training conference at its facility on a date and with a defined number and list of attendees as agreed to by Oracle and the PEOEIS and/or the AMC. The focus of this conference is to educate and inform these commands about Oracle's perspective regarding best practices, implementation plans, and technology and trends related to the programs, hardware and services ordered hereunder. You shall cooperate with Oracle to ensure that any such conference, and any government attendee, complies with all ethics, procurement, conflict of interest, and gift laws, rules and regulations applicable to government employees and programs. The US Army will be responsible for any travel and/or lodging arrangements and costs related to attendance at the conference by government employees.

2. **CSIs and Technical Contacts**
Notwithstanding anything contrary in the GSA Schedule Contract, BPA or Oracle Technical Support Policies, with the order for SULS (SubCLIN 0002a, 0003 and 0004), Oracle will provide the US Army a total of 76 CSI numbers. The Oracle Support Renewal Contract submitted to the US Army shall reference a single CSI number (the "parent CSI number"). There are no technical contacts associated with the parent CSI number. For the remaining 75 CSI numbers (each a "child CSI number" and collectively the "child CSI numbers"), the US Army is provided with 1 technical contact per child CSI number. The technical contact shall be responsible for (a) overseeing the service request activity associated with its assigned child CSI number, (b) developing and deploying troubleshooting processes within its assigned Army Authorized Entity and (c) resolving user issues for its assigned Army Authorized Entity. Oracle will promptly make available the 75 child CSIs to the US Army; the US Army; at its convenience, will provide Oracle with the following information for each of the 75 child CSI numbers: (a) Authorized Army Subcommand/Component, (b) unique US Army naming convention if the CSI is associated with only a subset of an Authorized Army Subcommand/Component, name of

minimum to be maintained is 10 Named User Plus per processor per associated program. Associated programs are those programs being used in conjunction with the program in Column A.

Column A	Column B
Database Enterprise Edition Options- Real Application Clusters One Node, OLAP, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall, Retail Data Model, Communications Data Model, Advanced Analytics **Database Enterprise Management Options**- Cloud Management Pack for Oracle Database, Data Masking Pack, Test Data Management Pack	Oracle Database Enterprise Edition
WebLogic Suite Options- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Unified Business Process Management Suite, WebLogic Coherence Grid Edition Option	WebLogic Suite
Application Server Enterprise Management Options- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Management Pack for Oracle Coherence, Management Pack for GoldenGate, Cloud Management Pack for Oracle Fusion Middleware	WebLogic Suite
Business Intelligence Server Enterprise Edition Options- Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition

C. TERMS SPECIFIC TO HARDWARE (CLIN 0001b except the Exadata Program)

1. **Hardware**
   This hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified in CLIN 0001b. The hardware equipment or parts of it may be new or like new.

   You acknowledge that to operate certain hardware the facility in which it is installed must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle in the applicable hardware documentation.

2. **Commencement Date**
   For the hardware, operating system and integrated software the commencement date shall be the date the hardware is delivered.

3. **Delivery**
   a. Oracle will deliver the hardware to the delivery address specified to Oracle by Mythics.

   b. Oracle may make partial deliveries.

   c. Oracle may make product substitutions and modifications that do not cause a material adverse effect in overall hardware performance.

d. Oracle will use its reasonable commercial efforts to deliver the hardware within a timeframe that is consistent with Oracle's past practices regarding the am ount and type of hardware ordered.

e. Title to the hardware will transfer to the US Army upon delivery.

D. TERMS SPECIFIC TO TECHNICAL SUPPORT (CLIN 0002, CLIN 0003 an d CLIN 0004)

1. Technical Support Offering and Policies

Technical support for programs and hardware are provided under Oracle's applicable policies in effect at the time the services are provided. With respect to the specific technical support offering of SULS and Extended Support, the applicable policy is Oracle Software Technical Support Policies. With respect to technical support offerings of Premier Support for Systems and Customer Data & Device Retention, the appli cable policy is Oracle Hardware and System Support Policies.

2. Specific to the Migrated Licenses

The US Army agrees and acknowledges that the current licensees (or a contractor authorized by the current licensee) of the Migrated Licenses has ordered technical support for some of the Migrated Licenses; the list of Oracle Support Contract Numbers associated with such ordered technical support is set forth in the attached **Unpaid Invoice Exhibit**. For convenience, the parties agree that the current licensees (or their contractors) are not required to terminate such executed Oracle Services Contract Numbers. The technical support invoices associated with such Oracle Service Contracts Numbers are due and remain due in accordance with the agreement in which they were incurred. The US Army agrees and acknowledges that the execution of this ordering document does not relieve the current licensees (or their contractors) of the obligation to pay the technical support fees set forth in the Unpaid Invoice Exhibit. All invoices numbers where the end date is on or before 24-Apr-2012 are overdue; the US Army must take all necessary steps to ensure that these invoices are promptly paid.

3. Invoice Dates and Amounts Due

As the base period is less than 12 months and technical support is invoiced in arrears, set forth below are the invoice amounts and associated portion of the period of performance for CLIN 0002, CLIN 0003 and CLIN 0004.

CLIN	Portion of the Period of Performance	Invoice Date	
0002	Effective Date to 31-Aug-2012	31-Aug-2012	
0002	01-Sep-2012 to 30-Nov-2012	30-Nov-2012	
0002	01-Dec-2012 to 31-Dec-2012	31-Dec-2012	
0003	Effective Date to 31-Aug-2012	31-Aug-2012	
0003	01-Sep-2012 to 30-Nov-2012	30-Nov-2012	
0003	01-Dec-2012 to 31-Dec-2012	31-Dec-2012	
0004	Effective Date to 31-Aug-2012	31-Aug-2012	
0004	01-Sep-2012 to 30-Nov-2012	30-Nov-2012	
0004	01-Dec-2012 to 31-Dec-2012	31-Dec-2012	

E. TERMS SPECIFIC TO MIGRATED LICENSES (CLIN 0003 & CLIN 0004)

1. **Migrated Licenses**
In connection with the Unlimited Deployment Right granted under this ordering document, all licenses of any versions or releases of the Unlimited Deployment Programs and the Oracle Internet Application Server program that were acquired for access or use by the Authorized Army Subcommands/Components prior to 25-May-2012 shall be migrated as of 25-May-2012 except for the LOGSA Licenses (the "Migrated Licenses"). The Migrated Licenses are specified on the attached **Migrated Licenses Exhibit**. The licensee will no longer have any right to access or use the Migrated Licenses; neither the US Army nor licensee will be permitted to reinstate the Migrated Licenses. Neither the US Army nor the licensee of the Migrated Licenses shall be entitled to a credit or refund of license fees for the Migrated Licenses. Notwithstanding the preceding and provided the Total Support Stream (defined below) has been continuously maintained, for twelve (12) months from the effective date of this ordering document (the "transition period"), the US Army may access or use both the Migrated Licenses and the Unlimited Deployment Programs provided such usage does not exceed the amount licensed (with respect to the Migrated Licenses). Notwithstanding the foregoing, if during the transition period, Mythics is advised by the US Army, an Authorized Army Subcommand/Component or a former licensee, that program licenses were mistakenly included in the Migrated Licenses Exhibit and therefore mistakenly terminated, then (1) Mythics will identify to Oracle the program licenses mistakenly terminated and (2) Mythics will provide to Oracle the contractual documentation received from the US Army supporting the claim that the licensee of record for the terminated program licenses is other then the US Army entity identified on the Migrated Licenses Exhibit. Should Oracle's reasonable review of such supporting contractual documentation indicate that information about the correct licensee was properly and timely provided to Oracle or its authorized reseller by the US Army (or a contractor if so authorized by the US Army), Oracle will agree to reinstate said terminated program licenses to the licensee provided the US Army agrees to include the reinstated licenses in the Total Support Stream and the parties agree to modify this ordering document and/or its exhibits, attachments, CLINs or SubCLINs as necessary to affect such reinstatement as described herein.

2. **Omitted Licenses**
The parties agree that they have worked in good faith to list on the Migrated Licenses Exhibit all licenses of any versions or releases of the Unlimited Deployment Programs and the Oracle Internet Application Server program that were acquired for access or use by the Authorized Army Subcommands/Components prior to the effective date of this ordering document. However, the parties acknowledge that some of such licenses may have been inadvertently omitted ("Omitted Licenses") from the Migrated 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 this ordering document either the US Army, Mythics or Oracle discovers any Omitted Licenses, then the parties agree that: (i) the licensee 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 this ordering document to add the Omitted Licenses to the Migrated Licenses Exhibit and to include the technical support fees associated with the Omitted Licenses in the Total Support Stream. Neither the US Army nor the licensee shall be entitled to a refund or credit of any license and/or technical support fees as the result of any adjustment specified herein.

3. **Licensee of the Migrated Licenses**
The US Army acknowledges that some of the Oracle program licenses specified on the attached Migrated Licenses Exhibit were purchased by the US Army or licensed to a Command or Authorized Army Subcommand/Component. For convenience, Oracle is permitting the US Army to migrate such licenses under the terms of this ordering document without requiring a formal assignment of such licenses to the US Army. The US Army (or its designee) therefore (i) agrees to notify all such licensees

that their program licenses will be migrated in connection with the Unlimited Deployment Right granted under this ordering document, and (ii) indemnifies and holds Mythics and Oracle harmless from any claims by any such licensees that their program licenses were improperly migrated under the terms of this ordering document.

F. GENERAL TERMS

1. Territory

The programs in CLIN 0001a and 0001b are for access or use in the United States and overseas US military installations. The hardware in CLIN 0001b shall be installed in the United States. The program in CLIN 0001b is installed in the United States and is for access or use in the United States and overseas US military installation.

2. Fees, Invoicing and Payment Obligation

a. Once placed, this order for the hardware, programs and services shall be non-cancelable and the sums paid nonrefundable, except as provided in the GSA Schedule Contract and the BPA. The hardware portion of this ordering document may be changed prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at http://oracle.com/contracts. A current version of Oracle's Order and Delivery Policies, which are subject to change, are attached hereto.

b. Hardware fees are invoiced as of the commencement date for hardware. License fees are invoiced as of the commencement date for programs. Service fees are invoiced in arrears of the service performance.

c. The fees listed in section A above are exclusive of taxes.

d. The Contracting Activity may receive partial and/or multiple invoices for the products and/or services ordered.

e. In entering into payment obligations under this ordering document, the US Army agrees and acknowledges that US Army and the Authorized Army Subcommands/Components have not relied on the future availability of any hardware, program or updates. However, (a) if the US Army order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted for any program licensed under this ordering document.

3. Segmentation

The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services, are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services, you may receive or have/has received from Oracle. The US Army understands that the US Army may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services, independently of any other product or service. The US Army's obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

technical contact, address of technical contact, telephone number of technical contact and email address of technical contact.

3. **Specific to the Technical Support Offering of Extended Support**
Oracle hereby agrees that any Extended Support offering purchased by the US Army (or contractor authorized by the US Army) for any Oracle Database Enterprise Edition program for which the 10.2 release of such program is being operated shall be waived until July 31, 2013. As such, the licensee will receive access to generally available fixes and critical patch updates (CPUs) for the 10.2 release of the Oracle Database Enterprise Edition program at no additional cost other than the fees for SULS per the terms of the relevant ordering documents under which the licenses were acquired. Beginning August 1, 2013, Extended Support fees, where applicable, shall apply. For the avoidance of any doubt, this provision does not alter the annual technical support fees for the program licensed pursuant to this ordering document due and payable under the terms of this ordering document, or the technical support fees for existing licenses due and payable pursuant to the terms and conditions of their relevant ordering documents. Extended Support for programs are provided under the Oracle Software Technical Support Policies in effect at the time the services are provided.

4. **Future Purchases**
The **Future Purchases Exhibit** sets forth the fees as well as the terms and conditions for the evaluated and unevaluated purchase options.

5. **Re-pricing of the Army 2002 and 2006 Consolidated Buys**
If technical support for all the remaining program licenses purchased under Contract Number DAAB15-99-A-1002 and Contract NumberW91QUZ-06-A-0003/0001 (collectively, the "Army 2002 and 2006 Consolidated Buy Orders") are not renewed or under a single service contract, Oracle agrees not to re-price the technical support for these program licenses in accordance with the Oracle Software Technical Support Policies (see section entitled "Pricing following Reduction of License or Support Level).

6. **Reduction of Technical Support Fees (if necessary)**
If the licensees of the program licenses set forth in the Migrated Licenses Exhibit, on or before July 31, 2012, place orders for the renewal of technical support ("renewal orders") with Oracle or an authorized reseller of Oracle, Mythics agrees to execute a contract modification that (a) appropriately reduces the technical support fees in CLIN 0003 and/or 0004 above (and CLIN 0010a and/or 0011a in the Future Purchases Exhibit if the period of performance for the renewal orders extends beyond 31-Dec-2012) equal to the total technical support fee of the renewal orders; (b) update the table in the Unpaid Invoices Exhibit to include the additional invoices associated with the renewal orders; and (c) appropriately reduces the invoice amounts for CLIN 0003 and/or 0004 in the table set forth in section D.3 above.

U.S Army Contract Command – Rock Island (ACC-RI)	**MYTHICS, INC.**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____