

Order Form under the terms of Software License and Services Agreement 2008 between The New York State Office of Technology (OFT)
and Oracle USA, Inc. for Proprietary Software and Related Services Contract No: CM00884

Authorized Contract User Information:	Effective Date: / /	CSI # (Needed for Renewal or add-on licenses):
Authorized Contract User Name:		Purchase Order #:
Ship To Address:		Bill To Address:
(Not a P.O. Box)		
City, State ZIP		City, State ZIP
Receiving Contact Name:		Bill Contact Name:
E-mail:		
Telephone #:		Telephone #:
Fax #:		Fax #:
Technical Support Information:		
Technical Primary Contact:		Backup Contact:
Address:		(if applicable)
City, State ZIP		City, State ZIP
Telephone #:		Telephone #:
Fax #:		Fax #:
Note: List additional Technical Support Contacts on attached sheet (if applicable).		
<input type="checkbox"/> By checking this box the Authorized Contract User agrees to be bound by the terms and conditions of the Agreement		<input type="checkbox"/> By checking this box, the Authorized Contract User acknowledges that, once discontinued, Technical Support may only be renewed at the then current rate, and must include Back Support.
Customer Signature:		Telephone #:
Oracle USA, Inc. Signature:		Signature Date:

See page two for Notes.

Notes:

1.) See the attached Table: #1 for the Licensed Programs being licensed by Authorized Contract User.

2.) Orders placed through this Order Form are placed under and incorporate the terms and conditions of Software License and Services Agreement 2008 between The New York State Office of Technology (OFT) and Oracle USA, Inc. for Proprietary Software and Related Services Contract No: CM00884

The following must appear on each Purchase Order or standard ordering document issued by an Authorized Contract User: "This Purchase Order is placed in accordance with the terms and conditions of the Unlimited License Agreement 2008 between The New York State Office of Technology (OFT) and Oracle USA, Inc. for Proprietary Software and Related Services Contract No: CM00884. Accordingly, no other terms and conditions, including any preprinted terms on this Purchase Order, shall apply."

3.) **Acceptance:** Each program for which delivery is required is subject to a 60 day acceptance period beginning on delivery, or such other period as mutually agreed between the parties. No acceptance period shall apply to Programs which are "right to copy" Programs and all copies of the Programs shall be deemed accepted upon the date of the acceptance of the Master Copy, with all license fees non-cancelable and fees paid nonrefundable.

4.) **Technical Support Term:** Technical Support consists of annual Technical Support services the Authorized Contract User may have ordered. Fees for Technical Support are due and payable quarterly in arrears. Technical Support acquired under this Order Form shall be for a period of 12 months. Technical Support is effective upon the Effective Date of this Order Form.

5.) **Miscellaneous:** Authorized Contract User acknowledges that Oracle has delivered to the Authorized Contract User Location, 1 copy of the software media and 1 set of Documentation (in the form generally available) for each Program listed in Table 1 that is currently available in production release as of the Effective Date of this Order Form. 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. The Authorized Contract User shall be responsible for installation of the software. All fees due under this Order Form shall be non-cancellable and the sums paid nonrefundable, except as provided in the Agreement. The Authorized Contract User agrees to pay applicable media and shipping charges. Provided the Authorized Contract User continuously maintains Technical Support, additional CD Packs for the Programs provided under this Order Form may be ordered through the Oracle Store at the standard CD Pack price. If Customer loses or damages the media containing a Program licensed here under, upon the Authorized Contract User'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 Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by the Authorized Contract User. Additional Programs may be included with the Authorized Contract User's order, which the Authorized Contract User may use for trial purposes only. The Authorized Contract User shall have 60 days from the delivery date to evaluate these Programs. Any use of these Programs after the 60 day trial period shall require the Authorized Contract User to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

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

6.) This firm offer is valid through