



ORDERING DOCUMENT

Oracle America, Inc.
 500 Oracle Parkway
 Redwood Shores, CA 94065

Your Name
 Your Location

State of Montana
 125 North Roberts Street
 Sam W. Mitchell Building
 Helena, MT 59601

Your Contact
 Phone Number
 Email Address

Ron Baldwin
 (406) 444-2777
 rbaldwin@mt.gov

Product Description / License Type	Quantity
*Oracle Database Enterprise Edition - Processor Perpetual Software Update License & Support	Unlimited
*Oracle Audit Vault and Database Firewall - Processor Perpetual Software Update License & Support	Unlimited
*Oracle WebLogic Suite - Processor Perpetual Software Update License & Support	Unlimited
*Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual Software Update License & Support	Unlimited
*Oracle Real Application Clusters - Processor Perpetual Software Update License & Support	Unlimited
*Oracle Diagnostics Pack - Processor Perpetual Software Update License & Support	Unlimited
*Oracle Tuning Pack - Processor Perpetual Software Update License & Support	Unlimited
*Oracle GoldenGate - Processor Perpetual Software Update License & Support	Unlimited
*Oracle Database Lifecycle Management Pack - Processor Perpetual Software Update License & Support	Unlimited
*Oracle Partitioning - Processor Perpetual Software Update License & Support	Unlimited
*Oracle Advanced Compression - Processor Perpetual Software Update License & Support	Unlimited
*Oracle Advanced Security - Processor Perpetual Software Update License & Support	Unlimited

Fee Description	Net Fee
License Fees	1,509,650.00
Net Technical Support Fees	1,240,944.87
Back Support Fees	80,743.33
Total Fees	2,831,338.20

A. Agreement and Ordered Programs

1. Agreement

This ordering document incorporates by reference the terms of the Oracle License and Services Agreement and all amendments and addenda thereto (the "agreement," Oracle reference number **US-TERM-GMA-36520-23-JAN-2013**); and the parties expressly agree that the terms and conditions of the agreement apply to all of the programs listed in the tables above section A that you are acquiring under this ordering document. The defined terms in the agreement shall have the same meaning as the stated terms in this ordering document: "agreement" and "Master Agreement"; "programs" and "Programs"; "program documentation" and "Program Documentation"; "services" and "Program-related Service offerings"; "Software Updates," "technical support," or "Product Support" and "Software Update License & Support"; "you/your" and "You/Your."

2. Programs and Services

The programs designated with one asterisk ("*") in the table(s) above Section A are for use by an unlimited number of the associated license type(s) as specified above during the Unlimited Deployment Period (as defined in section C.1.a below), 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").

B. General Terms

1. Customer Definition and Authorized Contract User

a. **Customer Definition.** Notwithstanding anything to the contrary in the agreement, for purposes of this ordering document only, "you" and "your" shall mean the State of Montana. You and the Authorized Contract Users, as defined in section B.1.b below, will be the only entities allowed to use the programs licensed under this ordering document. State of Montana warrants that it has the authority to bind the Authorized Contract Users, if applicable, to the terms of this ordering document and the agreement and further warrants that State of Montana shall be responsible for a breach of such terms by any Authorized Contract User.

You and the Authorized Contract Users, as defined in section B.1.b below, may use the programs licensed under this ordering document and may allow your or the Authorized Contract Users' respective agents, contractors, and outsourcers to use the programs licensed under this ordering document, provided such use is solely for your or the Authorized Contract Users' respective internal business operations and you are responsible for their compliance with the agreement and this ordering document in such use. For the avoidance of doubt, Montana State Information Technology Services Division ("SITSD") may use its previously acquired licenses of programs not listed in the tables above section A on SITSD's owned or leased hardware pursuant to the terms and conditions set forth in the applicable ordering document(s) under which such licenses were acquired. No other entity may access or use any of the Unlimited Deployment Programs, and such programs may not be used for the benefit of (e.g., to track or process the data of or for) any other entities.

Notwithstanding the foregoing, you may allow Montana state agencies that are not Authorized Contract Users access to Unlimited Deployment Programs in SITSD's centrally hosted ERP/PeopleSoft and Oracle Forms/Reports environments only.

The parties understand and agree that the programs in this ordering document may be used as described above on both physical and virtual servers. For the avoidance of any doubt, all processors (physical or virtual) are counted when counting processors.

b. **Authorized Contract Users:** are defined as the entities listed on the **Authorized Contract Users Exhibit** attached hereto.

2. Summary of Fees

You have ordered the program licenses and technical support services as described in section B.6.b below. Listed above is a summary of net fees due under this ordering document. All fees on this ordering document are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

3. Territory

The program licenses included on this ordering document are for use in the U.S.

4. Fees, Invoicing, and Payment Obligation

a. The total technical support fees due under this ordering document are specified in section B.6.b below.

b. All fees due under this ordering document shall be non-cancellable and the sums paid nonrefundable, except as provided in the agreement.

c. License fees are invoiced as of the commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears, except for back support fees which are invoiced as of the effective date.

d. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (i) if you 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 (ii) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

e. The back support fee amount as of February 5, 2016 is reflected in the tables above section A and represents an estimate of the back support fee. The actual back support fee will be processed as of the effective date of this ordering document.

5. Delivery and installation

- a. You shall be responsible for installation of the software.
- b. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in the Programs and Program Support Services section of this order. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and related program documentation for each program listed. Provided that you have continuously maintained technical support for the programs listed, you may continue to download the software and related program documentation. 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 specified above. You acknowledge that Oracle is under no further delivery obligation with respect to programs under this order, electronic download or otherwise.
- c. If ordered, Oracle will deliver the tangible media to the delivery address specified on this order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

6. Technical Support

a. Notwithstanding anything to the contrary in the agreement, Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") for the programs acquired under this ordering document may be renewed annually and, if you renew such technical support, then for the first and second renewal years, the annual fees for such technical support will not increase by more than 0% over the prior year's fees, and for the third and fourth renewal years, the annual fees for such technical support will not increase by more than 4% over the prior year's fees. The technical support caps set forth in the preceding sentence are granted provided that, (i) with respect to each technical support renewal year that occurs during the Unlimited Deployment Period, you renew the Total Support Stream, (ii) with respect to each technical support renewal year that occurs after the end of the Unlimited Deployment Period, You renew the total technical support due under this order for the same number of licenses for the same Programs as the previous year, and (iii) all technical support purchase orders are issued to Oracle on or before the renewal date specified in the technical support renewal contract issued by Oracle.

For the purposes of the first renewal year, the amount of the prior year's fees is equal to \$1,807,882.64, which is the sum of the following annual (12 months) technical support fees:

- Annual (12 months) technical support fees for new licenses for the programs specified in the tables above section A for the support period from February 5, 2016 through February 4, 2017: \$332,123.00
- Annual (12 months) technical support fee for the Converted and Replaced for the support period from February 5, 2016 through February 4, 2017: \$ 1,275,759.64

b. The total technical support fee due under this ordering document is the sum of (i) the technical support fees for new licenses due for the programs specified in the tables above section A for the support period from February 5, 2016 through February 4, 2017 (\$332,123.00), (ii) the existing technical support fee for the Converted and Replaced Licenses (\$908,821.87) for the support period that commences on the day following the Term End date of technical support for each of the Support Contract Numbers specified in the table below through February 4, 2017, and (iii) the back support fees for rendered technical support services accrued and due as of February 5, 2016 (\$80,743.33).

Notwithstanding anything to the contrary in this section, the technical support fees owed by you for the program licenses acquired under this ordering document may increase as a result of the inclusion of Omitted Licenses in accordance with section D.1.b. of this ordering document.

c. The invoices listed below provide the technical support fees due in accordance with the order and/or the contract under which they were acquired as these fees are consideration for the technical support provided through the Term End date; and execution of this ordering document does not relieve you or any of the Authorized Contract Users of the obligation to pay the technical support fees set forth in the invoice table below.

Contract Support Number	Invoice Number	Term Start	Term End	Amount Due Remaining
2518931	43062984	28-DEC-15	25-MAR-16	\$3,271.43
2518931	43062983	26-SEP-15	25-DEC-15	\$3,271.43
6031098	43102178	29-OCT-15	28-JAN-16	\$11,934.81
6320073	42944675	21-NOV-15	21-FEB-16	\$11,975.49
6328251	42944704	14-FEB-16	13-MAY-16	\$6,462.64
1490438	42966251	14-DEC-15	13-MAR-16	\$80,887.13
1700021	43029683	01-OCT-15	31-DEC-15	\$48,930.80
6031098	43102224	29-JUL-16	28-OCT-16	\$11,934.80
6031098	43102223	29-APR-16	28-JUL-16	\$11,934.81
6288860	42925123	09-JAN-16	08-APR-16	\$1,389.22
6031098	43102222	29-JAN-16	28-APR-16	\$11,934.81
6320073	42944672	22-FEB-16	21-MAY-16	\$11,975.47

6429764	43095191	28-JAN-16	27-APR-16	\$1,570.84
1490438	42966253	14-MAR-16	13-JUN-16	\$80,887.05
6523789	42944775	22-FEB-16	21-MAY-16	\$2,064.49
6837618	3234060	15-JAN-15	14-JAN-16	\$129,951.07
1700021	43029684	01-JAN-16	31-MAR-16	\$48,930.80
4115353	43012846	01-JUN-16	31-AUG-16	\$40,966.16
4115353	43012844	01-MAR-16	31-MAY-16	\$40,966.34
4115353	43012843	01-DEC-15	29-FEB-16	\$40,966.34
2518931	43062987	26-JUN-16	25-SEP-16	\$3,271.39
2518931	43062985	26-MAR-16	25-JUN-16	\$3,271.43
6328251	42944697	14-NOV-15	13-FEB-16	\$6,462.63
6429764	43095190	28-OCT-15	27-JAN-16	\$1,570.84
6523789	42944774	22-NOV-15	21-FEB-16	\$2,064.48
6429764	43095196	28-APR-16	27-JUL-16	\$1,570.84
6429764	43095197	28-JUL-16	27-OCT-16	\$1,570.80
6549181	3170555	20-FEB-15	19-FEB-16	\$3,654.79
6509405	3161286	26-NOV-14	25-NOV-15	\$2,970.00
1700021	43029685	01-APR-16	30-JUN-16	\$48,930.64
6288860	42925122	09-OCT-15	08-JAN-16	\$1,389.26

7. Total Support Stream

a. For purposes of this ordering document, the "Total Support Stream" shall mean: (i) the existing technical support for the Converted and Replaced Licenses (as defined in section D.1.a below); and (ii) the technical support for the program licenses specified in the table(s) above section A.

8. Order of Precedence

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

9. Offer Validity

This ordering document is valid through 05-FEB-2016, and shall become binding upon execution by you and acceptance by Oracle.

10. 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 ordering document for (i) Hardware and/or related Hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you 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. Your 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.

11. Source Code

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document, and program documentation.

12. Commencement Date

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.

C. Unlimited Deployment

1. Unlimited Deployment Right

a. **General.** In consideration of the payment to Oracle of the license and technical support fees specified in the table(s) above section A, for three (3) years from the effective date of this ordering document (or such earlier period as set forth below in section C.1.c) (the "Unlimited Deployment Period"), you and Authorized Contract Users will receive the right to use the Unlimited Deployment Programs on or by an unlimited number of the associated license type (the "Unlimited Deployment Right"), provided that (i) deployment is limited to hardware that is either owned or leased by (a) you or (b) by Authorized Contract Users' respective agents, contractors, and outsourcers for outsourcing of the Medicaid Management Information Systems (MMIS); (ii) your use and Authorized Contract Users' use of such Unlimited Deployment Programs shall be in compliance with the terms of the agreement and this ordering document, and (iii) you continuously maintain the Total Support Stream.

On the third anniversary of the effective date of this ordering document (or earlier as set forth below in section C.1.c), the Unlimited Deployment Period and Unlimited Deployment Right shall terminate, and within 30 days of such third anniversary (or earlier as set forth in section C.1.c) (the "Certification Date"), you and Oracle shall follow the certification process set forth in section C.1.b below.

b. Certification Process. On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), you shall furnish Oracle with a certification signed by an appropriately warranted contracting officer of your entity verifying the quantities of the applicable license type(s) for each Unlimited Deployment Program (limited to the license type accompanying each Unlimited Deployment Program as shown in the table(s) above section A) installed and/or running in direct support of your legitimate business function(s) (or otherwise in production use as measured and allowed by each respective license type) by (a) you and (b) the Authorized Contract Users and their respective agents, contractors and outsourcers for outsourcing of the MMIS as of the date on which the Unlimited Deployment Period ends (such total certified quantity, the "Certified Deployment"). Notwithstanding the above, you may not include in the Certified Deployment any Processors of the Unlimited Deployment Programs installed and/or running in a cloud operated by a third party. On the date the Unlimited Deployment Period ends, your quantity of licenses of the Unlimited Deployment Programs shall be fixed and limited as set forth in the Certified Deployment. As part of the certification process under this section, you agree to provide Oracle with such additional information and assistance as may be reasonably requested by Oracle to validate the information contained in the Certified Deployment.

c. Breach of Unlimited Deployment Terms. Upon the date that you or any of the Authorized Contract Users first fail(s) to meet any of the conditions specified in section C.1.a above (the date of such failure being referred to as the "Non-Compliance Date") and you do not cure such failure within thirty (30) days of Oracle's written notice of such failure (the "Cure Period"), then (i) the Unlimited Deployment Period and the Unlimited Deployment Right shall be deemed to have immediately terminated, as of the Non-Compliance Date, (ii) the Certification Date shall be accelerated to 15 business days after end of the Cure Period (the "Accelerated Certification Date"); (iii) and you and Oracle shall follow the certification process set forth in section C.1.b above. Lack of notification is not a breach of the terms of this order by Oracle.

You shall not be entitled to any credit or refund as a result of such termination of the Unlimited Deployment Period. If your non-compliance is due to failure to maintain the Total Support Stream, your 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.

d. End of Unlimited Deployment Period. Following the end of the Unlimited Deployment Period, your or the Authorized Contract Users' use of the programs licensed and certified pursuant to the certification process set forth in section C.1.b will continue to be in accordance with the agreement and this ordering document.

Following the end of the Unlimited Deployment Period, and regardless of the quantity of program licenses in your Certified Deployment, your 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 you 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 your or the Authorized Contract Users' use of the programs licensed and certified pursuant to the certification process set forth in section C.1.b exceeds the Certified Deployment, then you must acquire additional licenses and technical support for such program(s) for such exceeded use in accordance with Oracle's contracted prices stipulated in the agreement, if any in place at the time of such purchase and in accordance with the applicable policies associated with such purchase; however, if no applicable contracted prices are in effect at the time of such purchase, then either (i) the parties will negotiate new agreement pricing or (ii) Oracle's prices and policies in effect at the time of such purchase shall apply.

If at any time after the end of the Unlimited Deployment Period your use of the programs licensed and certified pursuant to the certification process set forth in section C.1.b decreases such that such use is below the Certified Deployment, you shall not be entitled to a refund or credit of any license and/or technical support fees paid under this ordering document.

e. Restriction on Assignment. Notwithstanding anything to the contrary in the agreement, during the Unlimited Deployment Period you may not assign any of the program licenses acquired under this ordering document (including, without limitation, the Unlimited Deployment Programs), or give or transfer an interest in them to another individual or entity.

D. Other

1. Converted and Replaced Licenses

a. General. In connection with the Unlimited Deployment Right granted under this ordering document, all licenses (including the licenses with CSI Numbers 19861743, 15507703, 14537275, 3879246, 15490961, 15679517, 14263588, and 3429397, and with CSI Numbers 16420801 and 18631884, except as set forth in section D.1.d. below) of any versions or releases of the Unlimited Deployment Programs that were acquired by you and the Authorized Contract Users prior to the effective date of this ordering document shall be converted and replaced as of the effective date of this ordering document (the "Converted and Replaced Licenses"). The Converted and Replaced Licenses are specified on the attached **Converted and Replaced Licenses Exhibit**. You and the Authorized Contract Users will no longer have any right to use the Converted and Replaced Licenses, nor will you and the Authorized Contract Users be permitted to reinstate the Converted and Replaced Licenses. Neither you nor the Authorized Contract Users shall be entitled to a credit or refund of license fees for the Converted and Replaced Licenses.

b. Omitted Licenses. The parties agree that they have worked in good faith to list on the Converted and Replaced Licenses Exhibit all licenses of any versions or releases of the Unlimited Deployment Programs that were acquired by you 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 Converted and Replaced 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 you, any of the Authorized Contract Users, or Oracle discovers any Omitted Licenses, then the parties agree that: (i) You will continue to pay all technical support fees due in connection with the Omitted

Licenses during the Unlimited Deployment Period, and (ii) you and Oracle will amend this ordering document to add the Omitted Licenses to the Converted and Replaced Licenses Exhibit and to include the incremental technical support fees (i.e., no reinstatement fees) associated with the Omitted Licenses in the Total Support Stream. Neither you nor the Authorized Contract Users shall be entitled to a refund or credit of any license and/or technical support fees as the result of any adjustment specified herein.

c. Licenses Owned by Subsidiaries. You acknowledge that some of the Oracle program licenses (including the licenses with CSI Numbers 19861743, 15597703, 14537275, 3879246, 15490961, 15679517, 14263588, and 3429397, and with CSI Numbers 16420801 and 18631884, except as set forth in section D.1.d. below) specified on the attached Converted and Replaced Licenses Exhibit were owned by the entities listed on the attached Authorized Contract Users Exhibit and not by the State of Montana. For your convenience, Oracle is permitting the State of Montana to convert and replace such licenses under the terms of this ordering document without requiring a formal assignment of such licenses to the State of Montana. State of Montana therefore agrees: (i) to notify all such entities that their program licenses will be converted and replaced in connection with the Unlimited Deployment Right granted under this ordering document, y; and (ii) that it shall obtain Authorized Contract Users' agreement not to bring any claim against Oracle if their licenses are improperly converted and if the parties are unable to resolve the claim under section 8, Dispute Resolution, of the agreement.

d. Excluded license. Oracle hereby permits you and the Authorized Contract Users to receive the Unlimited Deployment Right granted under this ordering document for the programs listed in the tables above section A without converting and replacing the following licenses of versions or releases of the Unlimited Deployment Programs that were acquired by you or the Authorized Contract Users prior to the effective date of this ordering document:

i. All licenses with CSI Numbers 16249059, 3915391, and 15487667

ii. Licenses with CSI Number 16420801 for Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual, Oracle Business Intelligence Suite Enterprise Edition Plus - Processor Perpetual, Oracle Business Intelligence Management Pack - Processor Perpetual, Oracle SOA Suite for Oracle Middleware - Named User Plus Perpetual, Oracle SOA Suite for Oracle Middleware - Processor Perpetual, and Oracle Business Intelligence Server Administrator - Named User Plus Perpetual programs only

iii. Licenses with CSI Number 18631884 for Oracle Spatial and Graph - Processor Perpetual program only

iv. Licenses with CSI Number 19286552 for Oracle Data Masking Pack - Processor Perpetual and Oracle Database Vault - Processor Perpetual only

2. Auditing

For twelve (12) months from the effective date of this ordering document, Oracle waives the rights in section O, paragraph 5 of the agreement, to audit the State of Montana and its Authorized Contract Users. Once the twelve (12) month period is complete, Oracle may resume its audit rights under section O, paragraph 5, for the remaining two (2) years of the agreement and any future extensions. Oracle shall not audit your use of the programs listed in the tables above section A until February 4, 2017.

3. Linking Language

You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Amendment No. 3 to the agreement and ordering document(s) with the footer reference number(s) "CPQ-10364 and CPQ-8868" between the parties. If the parties do not execute the said ordering document(s) with this ordering document on or prior to 05-FEB-2016, this ordering document shall be deemed to have no legal effect, even if executed.

4. Definitions and Licensing Rules

To fully understand your license grant for Oracle programs you need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below. You agree that the following terms apply to the products which you have ordered.

Trial Programs: are defined as additional programs that may be included with Customer's ordering document which Customer has not ordered but which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these programs. Any use of these programs after the 30 day trial period shall require Customer 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.

Program Documentation: is defined as the program user manual and program installation manuals.

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 your internal users (including agents and contractors) and by your 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 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Support, Java SE Advanced, and Java SE Suite), 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).

For the purposes of the following program: Audit Vault and Database Firewall, only the processors of the sources, which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

State of Montana	<u>Ronald P. Baldwin</u>	Oracle America, Inc.	
Signature		Signature	_____
Name	<u>Ronald P. Baldwin</u>	Name	_____
Title	<u>State CIO</u>	Title	_____
Signature Date	<u>2-5-2016</u>	Signature Date	_____
Effective Date		<u>05-FEB-2016</u>	

AUTHORIZED CONTRACT USERS EXHIBIT

1. Montana Department of Administration
2. Montana Department of Agriculture
3. Montana Department of Corrections
4. Montana Department of Environmental Quality
5. Montana Department of Justice
6. Montana Department of Labor and Industry
7. Montana Department of Public Health and Human Services
8. Montana Department of Transportation
9. Montana Fish, Wildlife and Parks
10. Montana Secretary of State
11. Office of the Montana State Auditor
12. Montana Judicial Branch
13. Montana State Fund
14. Montana State Information Technology Services Division

ORDERING DOCUMENT

Oracle America, Inc.
 500 Oracle Parkway
 Redwood Shores, CA 94065

Name	State Of Montana	Contact	Ron Baldwin
Address	125 N ROBERTS ST	Phone Number	1 (406) 444-2777
	HELENA MT	Email Address	rbaldwin@mt.gov
	59601		

New Subscription

Cloud Services			Service Period: 12 months	
Data Center Region: North America	Quantity	Term	Unit Net Price	Net Fee
B76606 - Oracle Documents Cloud Service - Non Metered - Hosted Named User	775	12 mo	12.7500	118,575.00
B81041 - Oracle Mobile Cloud Service - Interactions per Month	1000000	12 mo	0.00595000	71,400.00
B81040 - Oracle Process Cloud Service - Hosted Named User	150	12 mo	85.0000	153,000.00
B85305 - Oracle Integration Cloud Service - Non-Metered - Hosted Connections	12	12 mo	552.5000	79,560.00
B83454 - Oracle Big Data Preparation Cloud Service - Non-Metered - Hosted Named User	50	12 mo	510.0000	306,000.00
B83633 - Oracle Database Cloud Service - Enterprise Edition - General Purpose - Non-metered - Public Sector - Hosted Environment	10	12 mo	1,345.5420	161,465.04
B83634 - Oracle Database Cloud Service - Enterprise Edition High Performance - General Purpose - Non-metered - Public Sector - Hosted Environment	12	12 mo	1,700.0000	244,800.00
B83657 - Oracle Compute Cloud Service - Block Storage - Non-metered - Public Sector - TB of Storage Capacity	100	12 mo	42.5000	51,000.00
B83644 - Oracle Database Backup Service - Non-metered - Public Sector - TB of Storage Capacity	100	12 mo	28.0500	33,660.00
B83658 - Oracle Storage Cloud Service - Non-metered - Public Sector - TB of Storage Capacity	10	12 mo	25.5000	3,060.00

B83656 - Oracle Java Cloud Service - Suite - High Memory - Non-metered - Public Sector - Hosted Environment	8	12 mo	1,848.7500	177,480.00
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Fee Description	Net Fee
Cloud Services Fees	1,400,000.04
Net Fees	1,400,000.04
Total Fees	1,400,000.04

CONVERTED AND REPLACED LICENSES EXHIBIT

Existing License	Existing Quantity	License Metric	CSI#
Oracle Internet Application Server Enterprise Edition	6	PROCESSOR	3429397
Oracle Real Application Clusters	300	NAMED USER PLUS	14455706
Oracle Database Enterprise Edition	300	NAMED USER PLUS	14455706
Oracle Diagnostics Pack	12	PROCESSOR	15492323
Oracle Tuning Pack	12	PROCESSOR	15492323
Oracle Internet Application Server Enterprise Edition	1	PROCESSOR	15679517
Oracle Diagnostics Pack	6	PROCESSOR	16886518
Oracle Tuning Pack	6	PROCESSOR	16886518
Oracle Internet Application Server Enterprise Edition	2	PROCESSOR	14895062
Oracle Internet Application Server Enterprise Edition	20	NAMED USER PLUS	14895062
Oracle Database Enterprise Edition	200	PROCESSOR	3429397
Oracle Diagnostics Pack	4	PROCESSOR	3429397
Oracle Tuning Pack	4	PROCESSOR	3429397
Oracle Partitioning	2	PROCESSOR	3879246
Oracle Weblogic Suite	12	NAMED USER PLUS	19491786
Oracle Partitioning	80	PROCESSOR	16406562
Oracle Database Enterprise Edition	134	PROCESSOR	16406562
Oracle Real Application Clusters	48	PROCESSOR	16406562
Oracle Advanced Security	56	PROCESSOR	3429397
Oracle Real Application Clusters	12	PROCESSOR	3429397
Oracle Partitioning	12	PROCESSOR	3429397
Oracle Advanced Security	8	PROCESSOR	3429397
Oracle Internet Application Server Enterprise Edition	3	PROCESSOR	14263588
Oracle Diagnostics Pack	4	PROCESSOR	14537275
Oracle Tuning Pack	4	PROCESSOR	14537275
Oracle Tuning Pack	2	PROCESSOR	14537275
Oracle Diagnostics Pack	10	PROCESSOR	15507703
Oracle Database Enterprise Edition	2	PROCESSOR	16420801
Oracle Tuning Pack	2	PROCESSOR	16420801
Oracle Forms And Reports	10	NAMED USER PLUS	19491786
Oracle Diagnostics Pack	2	PROCESSOR	16420801
Oracle Weblogic Suite	20	NAMED USER PLUS	16420801
Oracle Tuning Pack	6	PROCESSOR	18631884
Oracle Diagnostics Pack	6	PROCESSOR	18631884
Oracle Tuning Pack	5	PROCESSOR	19861743
Oracle Weblogic Suite	2	PROCESSOR	16420801
Oracle Internet Application Server Enterprise Edition	4	PROCESSOR	16377611
Oracle Weblogic Suite	12	PROCESSOR	17515115
Oracle Database Lifecycle Management Pack	1	PROCESSOR	19551056
Oracle Database Lifecycle Management Pack	31	PROCESSOR	19551056
Oracle Advanced Compression	32	PROCESSOR	19563318
Oracle Diagnostics Pack	2	PROCESSOR	14537275
Oracle Partitioning	6	PROCESSOR	15490961
Oracle Tuning Pack	10	PROCESSOR	15507703
Oracle Database Enterprise Edition	5	PROCESSOR	19861743
Oracle Diagnostics Pack	5	PROCESSOR	19861743
Oracle Diagnostics Pack	6	PROCESSOR	19730547
Oracle Audit Vault And Database Firewall	32	PROCESSOR	19286552

Oracle Diagnostics Pack	21	PROCESSOR	15903576
Oracle Tuning Pack	21	PROCESSOR	15903576
Oracle Tuning Pack	6	PROCESSOR	19730547
Oracle Weblogic Suite	120	NAMED USER PLUS	19759059
Oracle Real Application Clusters	4	PROCESSOR	15608408
Oracle Real Application Clusters	50	NAMED USER PLUS	15608408
Oracle Diagnostics Pack	6	PROCESSOR	16117062
Oracle Database Enterprise Edition	6	PROCESSOR	16117062
Oracle Tuning Pack	6	PROCESSOR	16117062
Oracle Real Application Clusters	4	PROCESSOR	15903576
Oracle Real Application Clusters	50	NAMED USER PLUS	15903576
Oracle Diagnostics Pack	150	PROCESSOR	16406562
Provisioning And Patch Automation Pack For Database	72	PROCESSOR	16406562
Oracle Tuning Pack	150	PROCESSOR	16406562
Configuration Management Pack	72	PROCESSOR	16406562
Oracle Weblogic Suite	4	PROCESSOR	19067669
App Svr Dom 4.0	32	CONCURRENT DEVICE	2457715
App Svr Dom 3.0	1	NAMED USER	1563548
Oracle Weblogic Suite	2	PROCESSOR	19839314
Oracle Weblogic Suite	2	PROCESSOR	19852344
Oracle Advanced Security	6800	NAMED USER PLUS	19821393
Oracle Database Enterprise Edition	600	NAMED USER	3429397

A. Ordered Services

1. Agreement

This order incorporates by reference the terms of the US-TERM-GMA-36520-23-JAN-2013, Amendment One and all amendments and addenda thereto (the "Agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.

B. General Terms

1. Summary of Fees

All fees on this ordering document are in US Dollars.

2. Fees

The Cloud Services Payment Frequency applies to all Cloud Services fees and taxes, and the Consulting/Professional Services Payment Frequency applies to all fees and taxes for Consulting/Professional Services. All fees payable to Oracle are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement.

You will pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Services You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable expenses related to providing any Professional Services. Unless, specifically stated otherwise, fees for Services listed in an order are exclusive of taxes and expenses.

Please note that if the pre-tax value of this Ordering Document is USD \$2,000 or less, the products and Cloud Services listed on this Ordering Document must be purchased by credit card. Purchase orders and checks are no longer accepted for transactions of this size. Consulting/Professional Services may not be purchased by credit card irrespective of the transaction size, You agree not to disclose the terms of this Ordering Document to any third party.

Cloud Services Payment Frequency: Your payment frequency is Annually in Advance.

3. Offer Validity

This order is valid through 05-FEB-2016 and shall become binding upon execution by You and acceptance by Oracle.

4. Terms of Use:

All products and services listed on this Ordering Document are provided by Oracle under, and subject to, the terms of this Ordering Document, including the Agreement and all Oracle documents referenced in this Ordering Document. You indicate Your agreement to the terms of this Ordering Document, including the Agreement, by signing this Ordering Document, and You represent that You have the authority to bind the company to whom this Ordering Document is addressed above to the terms of this Ordering Document and the Agreement. As applicable, Oracle processes a customer's order after receipt of a purchase order or a valid credit card. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above (twelve (12) months). The Services Period for the Cloud Services commences on the date stated in the Ordering Document, or, if none is provided in the Ordering Document, the day that Oracle sends to Your administrator the e-mail that instructs You on how to create Your Cloud login and configure the Cloud Services (the "Cloud Services Start Date"). You must maintain a current subscription to applicable Oracle Cloud Services for the duration of any Consulting/Professional services ordered under this Ordering Document.

5. Renewal of Cloud Services:

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this Ordering Document will not Auto-Renew.

C. Service Specifications

1. Service Specifications:

The Service Specifications that govern the Services ordered consist of the documents listed below, which are incorporated into this Ordering Document. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period. The terms of the Service Specifications, including any subject matter addressed in the Service Specifications, will replace any inconsistent term, similar subject matter or scope of service delivery in the Agreement; however, unless expressly stated otherwise in this Ordering Document, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this Ordering Document, Agreement or Service Specifications. For the purposes of this Ordering Document, references to the term "Customer" in any document within the Service Specifications shall mean "You" as defined in this Ordering Document.

• Service Descriptions and Metrics

Oracle service descriptions and metrics govern Cloud Services and Consulting/Professional Services. You may access the version of these descriptions and metrics that apply to the Cloud Services and Consulting/Professional Services that You have ordered at www.oracle.com/contracts.

• Cloud Hosting and Delivery Services Policies

Cloud Hosting and Delivery Services Policies describe and govern Cloud Services. You may access the version of these policies that apply to the Cloud Services that You have ordered at www.oracle.com/contracts.

• Program Documentation

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Program Documentation refers to the program user manuals for the Oracle Programs for Cloud Services, as well as any help windows and read me files for such Oracle Programs that are accessible from within the service. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at www.oracle.com/contracts.

D. Other

1. Order of Precedence

This Ordering Document, including any subject matter addressed in the Service Specifications, shall supersede any inconsistent term, similar subject matter or scope of service delivery in the Agreement referenced above in Section A.1; however, unless expressly stated otherwise in this Ordering Document, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this Ordering Document, Agreement or Service Specifications. This Ordering Document will control over the terms contained in any purchase order.

2. Terms

The following terms, as used in this Ordering Document or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Master Agreement"; "Customer", "Client" "Company" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Company Data" and "Your Content".

3. Data Processing Agreement

Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated herein by reference and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Customer provides to Oracle as part of the Cloud Services except to the extent otherwise specified in this order. Oracle will act as a data processor and will comply with all applicable data protection laws to the extent such laws by their terms impose obligations directly on Oracle as a data processor in connection with the services specified in this ordering document. Oracle will act on Customer's instruction concerning the treatment of Customer's Personal Data residing in the Cloud Services Environment, as specified in the Agreement, the Data Processing Agreement and this order. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Cloud Services and will comply with all applicable laws in connection with the performance of obligations or exercise of rights under this ordering document and the Agreement. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Cloud Services and Oracle's provision of the Cloud Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

4. Simultaneous Signing

You acknowledge and agree that this ordering document (designated in the footer as number CPQ-8868, CPQ-10364) is contingent upon the execution of the Amendment No. 3 to the Agreement, Oracle reference number US-TERM-GMA-36520-23-JAN-2013 and the simultaneous signing of ordering document number 5730599 and Oracle's acceptance of such ordering documents. The pricing under this ordering document is granted in consideration of your simultaneous execution of all ordering documents and contract amendments.

5. Oracle Mobile Cloud Service - Push Notifications

In connection with your order of Oracle Mobile Cloud Service, You may provide Oracle with certain third-party credentials (e.g., certificates) to initiate push notification events for Your Applications ("Push Notifications"). You agree that Oracle will store and use such credentials solely in connection with the Services described in this order and the applicable Service Specifications in connection with Push Notifications, and that in so doing Oracle will be considered to be Your service provider and shall be deemed to be acting on your behalf and under your instruction(s). You are solely responsible for any actions (or inactions) taken on by Oracle on Your behalf and You will defend and indemnify Oracle from any claims by any third party (including any third-party push notification provider or other intermediary) arising out of or relating to such credentials or the Push Notifications.

State Of Montana	
Signature	
Name	<u>Ronald P. Baldwin</u>
Title	<u>State CIO</u>
Signature Date	<u>2-5-2016</u>