



Ordering Document

Your Name: [Name of the Ordering Activity]

Your Location: [Address of the Ordering Activity]

ORACLE CONTRACT INFORMATION

Agreement: US Government Agreement (F)

Agreement Name: GS-35F-0009T (CP)

This ordering document incorporates by reference the terms of the agreement specified above (“agreement”). The following defined and capitalized terms in the referenced agreement shall have the same meaning as the stated terms in this ordering document: “ordering activity” and “you”/“your”; “Program” and “program”; “Technical Support” and “technical support”; “Supportable Programs” and “supportable programs”; “Third Party Programs” and “third party programs”; “Program Documentation” and “program documentation”; and “Ordering Document” and “ordering document”

A. PROGRAMS AND SERVICES

You have ordered the program licenses and 12 months of technical support services described below.

All fees on this Ordering Document are in US Dollars.

Oracle Program and Service Description	Quantity	Net Fee

Media Description	Quantity	Net Fee

	Net Fee
License Fees	
Software Update License & Support Fees	
Media Pack Fees	
Total Fees	

SAMPLE ONLY

B. GENERAL TERMS

1. Commencement Date. All program licenses and the period of performance for technical support 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.
2. Territory. The program licenses and services described in section A are for use in the United States.
3. Payment and Invoicing Terms.
 - a. All fees due under this ordering document shall be paid net 30 days in accordance with the agreement.
 - b. In accordance with the agreement: (i) license fees are invoiced as of the commencement date; and (ii) service fees are invoiced after the performance of the service, for technical support, services fees are invoiced quarterly in arrears from the commencement date.
 - c. In addition to the fees listed in section A, Oracle will invoice you for any applicable taxes. Oracle will not pay any taxes on your behalf if you provide Oracle with an applicable tax certificate of exemption.
4. Delivery and Installation.
 - a. 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 section A. Through the Internet URL, you can access and electronically download to the your location the current production release as of the effective date below of the software and related documentation for each program listed in section A. Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section A. 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. Oracle will deliver the tangible media on the particular hardware/operating system combination(s) listed in section A to the address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified on page 1 of this ordering document. Each media pack consists of the current production release as of the effective date below for 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. The applicable shipping terms for the delivery of tangible media are: FOB Destination.
 - b. You shall be responsible for installation of the software.
5. 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.
6. Segmentation. The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.
7. Technical Support. Technical support acquired with your order may be renewed annually and, if you renew technical support for the same number of licenses for the same programs (except for any program designated as a third party program), for the first and second renewal years the fee for technical support will not increase by more than 4% over the prior year's fees. Annual technical support (including first year and all subsequent years) is provided under Oracle's Technical Support Policies in effect at the time the services are provided. You may access the current version of the Technical Support Policies at <http://oracle.com/contracts>.

SAMPLE ONLY

8. Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern use of the programs (including technical data) and any services deliverables provided pursuant to an order under this agreement, and to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations); additional information can be found on Oracle’s Global Trade Compliance web site located at <http://oracle.com/contracts>. You agrees that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
9. No Assignment of Orders, Licenses Or Services. You may not assign orders or give or transfer the programs and/or any services ordered or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to lease or finance the acquisition of the programs and/or any services, it will follow Oracle’s policies regarding financing and leasing which are at <http://oracle.com/contracts>.
10. Indemnification. If a third party makes a claim against you (“Recipient”) that any information, design, specification, instruction, software, data, or material (“Material”) furnished by Oracle (“Provider”), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:
 - notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
 - gives the Provider sole control of the defense and any settlement negotiations, subject to the approval and consent of the Georgia Attorney General and provided that no settlement or compromise of any claim, loss or damage entered into by Oracle shall be binding upon the State of Georgia unless approved in writing by the State of Georgia; and
 - gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it and any unused, prepaid technical support fees you have paid for the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider’s user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. This section provides the parties’ exclusive remedy for any infringement claims or damages.

SAMPLE ONLY

11. Governing Law. The laws of the State of Georgia, U.S.A, without regard to its conflict of laws principles, govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement.

12. Drug Free Work Place. Oracle hereby certifies that a drug free work place will be provided for Oracle's employees during the term of this agreement. Oracle may be suspended, terminated, or debarred if it is determined that Oracle has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

13. Vendor Lobbyist Certification. Oracle hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Oracle or its agents has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at GTA's sole discretion, if it is determined that Oracle has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

The offer is valid through [_____, 2007] and shall become binding upon execution by you and acceptance by Oracle. By signing below, the parties agree that the agreement and this ordering document constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the customer's purchase order or elsewhere, shall apply.

[YOUR NAME]

ORACLE USA, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Effective Date: _____ (to be completed by Oracle)