

**APPENDIX E-2 TO DIR CONTRACT No. DIR-TSO-2539  
SAMPLE ORDERING DOCUMENT  
TECHNICAL SERVICES**



**ORDERING DOCUMENT**

Customer Name:

«LOCAL\_SUBSI\_NAME»nc.  
«Subsidiary\_Address»

Customer Address:

ORACLE CONTRACT INFORMATION
<p><b>Agreement: Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective April ____, 2014 (DIR Contract No. DIR-TSO-2539; Oracle Contract No. US-GMA-225288)</b></p> <p>Ordering Document Number: _____</p> <p>This ordering document incorporates by reference the terms of the agreement specified above and all amendments thereto (the "agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.</p>

**A. SERVICES**

You have ordered the services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this ordering document are in «CURRENCY\_FULL».

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses*
[e.g., Time and Materials Services]	Exhibit 1			
<b>Total</b>				

\*Fees and expenses are in accordance with the referenced exhibit(s).

All fees are due in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-2539. Invoices for services performed under separate exhibits may be provided separately. Fees for any time and materials engagements listed above are estimated fees, as detailed in the referenced time and material services exhibit(s).

**B. ADDITIONAL TERMS**

1. 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 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.

2. Contact Information.

Oracle Contracts Manager/Administrator:

Your Billing/Accounts Payable Contact:

Name:	
Address:	

Name:	
Address:	

Phone:	
Fax:	
Email:	

Phone:	
Fax:	
Email:	

3. Order of Precedence.  
In the event of any inconsistencies between this ordering document (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.
  
4. Change Control Process.  
Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this ordering document and/or applicable exhibit(s).
  
5. Rights Granted.  
Upon payment for the services under this order, you have the non-exclusive, non-assignable except as otherwise provided for in the Contract, royalty free perpetual, limited right to use for your internal business operations, anything developed by Oracle and delivered to you under this order. You may allow your agents and contractors (including, without limitation, outsourcers) to use the deliverables for this purpose and you are responsible for their compliance with this order in such use. Oracle retains all ownership and intellectual property rights to anything developed or delivered under this order. For anything developed or delivered under this order that is specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under the agreement.  
  

[If an approval for joint ownership has been obtained for all of the deliverables under this order, replace this section with the following. If an approval for joint ownership has been obtained for some of the deliverables under this order, those specific deliverables should be stated and noted that they have the following IP rights:] "Joint Property" means those deliverables developed by Oracle solely for you under this order and those deliverables developed jointly by Oracle and you under this order; Joint Property does not include any Oracle Works (defined below). Upon payment of all fees due under this order, Oracle and you agree that we each jointly own the copyright interest in Joint Property and that we each do not have to account to one another for use of Joint Property. "Oracle Works" means: (a) anything provided by or on behalf of Oracle from a repository; (b) any software code generated by computer aided software engineering (CASE) tools; (c) any tools, interfaces, and utilities developed by or on behalf of Oracle; and (d) any derivative works of (a) through (c) above. Oracle retains all right, title and interest, including all copyrights, in any Oracle Works. Upon payment of all fees due under this order, you have the non-exclusive, non-assignable, royalty free, perpetual limited right to use, solely as a component of Joint Property, Oracle Works that are incorporated into Joint Property. You may allow your agents and contractors (including, without limitation, outsourcers) to use, as set forth in the preceding sentence, Oracle Works that are incorporated into Joint Property and you are responsible for their compliance with this order in such use. This order does not grant, amend, or modify any license for any programs or documentation owned or distributed by Oracle."]
  
6. Third Party Intellectual Property. [Delete this section if no third party products are being offered under this order.]  
This order includes the following third party product(s): \_\_\_\_\_. Upon your request, Oracle shall provide you with documentation confirming the third party's written approval for Oracle to use such third party product(s) that may be embodied or reflected in this order.

This quote is valid through _____, 20__ and shall become binding upon execution by you and acceptance by Oracle.	
<b>[Insert Customer's Name]</b>	<b>«Subsidiary_Name_Signature_Block»</b>
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____ {To be completed by Oracle}	



TIME AND MATERIALS EXHIBIT

ORACLE CONTRACT INFORMATION

Customer Name: \_\_\_\_\_
Ordering Document Number: \_\_\_\_\_
Exhibit Number: \_\_\_\_\_

This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services.
Oracle will assist you with the following Services:
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

2. Your Obligations and Project Assumptions.
You acknowledge that your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Services and any related estimate depends upon your fulfillment of the following obligations and the following project assumptions:

- A. Your Obligations. {If customer is in an Oracle hosted cloud environment, delete obligations 1-3; retain obligations 4}
1. Maintain the properly configured hardware/operating system platform to support the Services.
2. Obtain licenses under separate contract for any necessary Oracle software and hardware Programs before the commencement of Services.
3. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the Services.
4. Obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit. {Delete this obligation if customer is not in an Oracle hosted cloud environment.}
5. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
6. Provide, for all Oracle resources performing Services at your site, a safe and healthful workspace (e.g, a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
7. Provide any notices, and obtain any consents, required for Oracle to perform Services.
8. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform Services.
9. As required by U.S. Department of Labor regulations (20 CFR 655.734 ), you will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
10. If while performing Services Oracle requires access to other vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

{Modify as necessary - e.g. {List any additional obligations - including those from Options List for which Customer is responsible.}}

B. Project Assumptions
{List any project conditions that, if different than assumed, might affect Oracle's ability to perform Services as estimated.}

3. Rates, Estimated Fees and Expenses.
The Services specified above are provided on a time and materials ("T&M") basis; that is, you shall pay Oracle for all of the time spent performing such Services, plus materials, and expenses.

The Services described above shall be provided at Oracle's standard technical rates in effect when such Services are performed. Oracle's standard technical rates are listed in Oracle's {insert local country} price list; those rates which are in effect as of the effective date are listed below for your convenience.

*{Insert Rate Table}*

All fees and expenses will be invoiced monthly. The fee estimate for labor performed under this exhibit is \_\_\_\_\_ dollars (\$\_\_\_\_\_); the estimate for preapproved travel and out of pocket expenses is an additional \_\_\_\_\_ dollars (\$\_\_\_\_\_). These estimates and any other estimates related to this exhibit are intended only to be for your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice you for actual time spent performing the Services, plus materials, and expenses; such invoice may exceed the total estimated amount documented above. Once fees for Services reach the estimate, Oracle will cooperate with you to provide continuing Services on a T&M basis.

The parties acknowledge that temporary living reimbursements to Oracle provided resources(s) may be deemed compensatory under federal, state, and local tax laws if a resource's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Oracle will plan with you to limit the duration of a resource's assignment in a particular location to less than one year.

4. Project Management.

You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.