

**APPENDIX E-3 TO DIR CONTRACT NO. DIR-TSO-2539
SAMPLE ORDERING DOCUMENT
ADVANCED CUSTOMER SUPPORT SERVICES**



**Advanced Customer Support Services
Ordering Document**

Customer Name:
Customer Address:

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

ORACLE CONTRACT INFORMATION

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)

Ordering Document Number: _____

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.

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 US Dollar. *{Delete Service Types not sold and renumber exhibits reference as appropriate.}*

Services	Reference	Fees*
Fixed Scope Services A. <i>list Service(s) by name – e.g. Configuration Review and Recommendations; or</i> B. <i>Standard Software Installation and Configuration</i> C.	Exhibit 1	\$
Annual Services A. <i>list Service(s) by name – e.g. Solution Support Center}</i> B.	Exhibit 2	\$
Time and Materials Services A. <i>list Services by name – e.g. Advanced Support Engineer – Specialized Services or Technical Account Management (“TAM”)</i> B.	Exhibit 3	\$
Estimated Expenses		\$
Fees		\$

*Expenses are in accordance with the referenced exhibit(s). The fees and estimates stated in any exhibit do not include taxes.

All fees are due in accordance with Appendix A, Section 8.J 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 materials services exhibits(s). *{Delete last sentence if order does not include T&M.}*

B. ADDITIONAL TERMS

- 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.

{Customer Billing information is mandatory. Other contacts can be added/removed as applicable. Ex: "Customer Project Manager", "Service Delivery Manager", etc.}

Oracle ACS Services Sales Representative:

Your Billing/Accounts Payable Contact:

Name:	
Address:	
Phone:	
Fax:	
Email:	

Name:	
Address:	
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. Your General Obligations. 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 under this ordering document. 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 depends upon your fulfillment of the following obligations:

- a. Maintain the properly configured software and hardware/operating system platform to support the services.
 - b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of services.
 - c. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the services.
 - d. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of services.
 - e. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between your teams regarding the services hereunder.
 - f. 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.).
 - g. Provide any notices, and obtain any consents, required for Oracle to perform services.
 - h. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform services.
 - i. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for the delivery of services upon Oracle's request and in no event later than fourteen (14) days after the cessation of services.
 - j. Provide and/or support all third-party software in connection with the provision of the services defined in the applicable exhibit(s) attached hereto.
 - k. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which services are to be performed, including, without limitation, the serial number for the hardware system(s).
 - l. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of your systems or equipment that may be affected by the services, prior to the commencement of the services.
 - m. Prior to the commencement of services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the services.
 - n. Perform additional scope specific obligations as may be defined in the applicable exhibit(s) attached hereto.
 - o. Work with Oracle to facilitate an efficient delivery of services.
 - p. 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. **{This obligation may be deleted when contracting outside of the US and services are not being performed in the US.}**
6. Data Privacy. In performing the services, Oracle will treat the data that resides on Oracle, customer or third-party systems to which Oracle is provided access to perform services in accordance with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>. The Oracle Services

Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for services have been paid.

7. **Delivery of Services.** Unless otherwise set forth in an applicable exhibit, Oracle will determine, in its sole discretion, whether services are provided by remote delivery resources or delivery resources on-site at your location. If services are provided by delivery resources on-site at your location, such services will be provided by local delivery resources (i.e., delivery resources local to your location) if available, as of the effective date of this ordering document. If local delivery resources are not available then on-site services will be provided by non-local delivery resources. In addition to the fees set forth in this ordering document, you agree to reimburse Oracle, in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-2539, the pre-approved travel expenses related to providing on-site services at your location. For services provided by delivery resources on-site at your location, your location will be the location specified in the applicable exhibit.

If services are provided by remote delivery resources, Oracle may provide services by phone, via a customer-specific web portal (if ordered), and/or via electronic communication. For services provided by remote delivery resources, you agree that Oracle may access your systems throughout the performance of services using an Oracle defined standard virtual private network ("VPN"), multi-protocol label switching ("MPLS") connection, or Oracle Web Conference ("OWC"). If necessary to perform services under this ordering document, Oracle will provide you with a single pre-configured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on your internet network, in accordance with Oracle's specifications, to create a network connection between Oracle and the customer site(s) as specified in the applicable exhibit(s).

You are responsible for ensuring that your network and systems comply with specifications that Oracle provides and that all components of your Oracle software environment are accessible through the VPN, MPLS, or OWC.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection.

Except for those services identified in an applicable exhibit as services to be provided twenty four (24) hours a day, seven (7) days a week ("24x7"), services are delivered during local business days and hours, excluding local public holidays, in the time zone of the location specified in the applicable exhibit. Services are not available during non-business hours unless otherwise specified in the exhibit. Services designated "24x7" may be delivered at any time of day, seven days a week, including local public holidays.

This quote is valid through _____, and shall become binding upon execution by you and acceptance by Oracle.	
[Insert Customer's Name]	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>