

APPENDIX E-5 TO DIR CONTRACTNO. DIR-TSO-2539
SAMPLE ORDERING DOCUMENT
RENEWAL OF TECHNICAL SUPPORT



[insert date]

[insert quote to contact name]

[insert quote to party]

[insert quote to address]

Dear [insert quote to contact name],

The technical support services provided under support service number [\[insert OKS contract #\]](#), will expire, or have expired, on [\[insert expiration date\]](#). Please find attached a quote for the renewal of these technical support services. If applicable, the attached quote may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the quote, by issuing a purchase order acceptable to Oracle in accordance with the Order Processing Details section of the quote on or before [\[insert date\]](#).

If you have questions regarding your order or require further information, please contact me at the e-mail address or telephone number provided below.

Regards,

[insert renewal contact]
Oracle Support Services
E-mail:
Tel:
Fax:



GENERAL INFORMATION

OFFER EXPIRATION	ORACLE: Oracle America, Inc.
Support Service Number: Offer Expires:	Oracle Support Sales Representative: Telephone: Fax: E-mail:
CUSTOMER:	
CUSTOMER QUOTE TO Account Contact: Account Name: Address: Telephone: Fax:	CUSTOMER BILL TO Account Contact: Account Name: Address: Telephone: Fax:

"You" and "Your" as referenced in this quote refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number [insert OKS contract #], to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Systems						
Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price

Hardware Technical Support Fees: USD

Total Price:

Plus applicable tax

Please note the following:

- If You have questions regarding the Services Details section of this quote, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this quote.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this quote. If Your programs and/ or hardware are identified in Oracle's Lifetime Support policy they may move to a different services level during the term of the services purchased under this quote. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this quote.
- If Oracle accepts Your order, the start date set forth in the Services Detail table above shall serve as the commencement date of the technical support services and the technical support services ordered under this quote will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Services Detail table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, [insert quote to party] represents that Customer has authorized [insert quote to party] to issue a purchase order for this quote on Customer's behalf and to bind Customer to the terms described herein. [insert quote to party] agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. [insert quote to Party] agrees to advise Customer of the terms of this quote as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this quote; and b) any failure of [insert bill to party] to make timely payment per the terms of this quote shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this quote in accordance with the provisions set forth in the 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 _____ (DIR Contract No. DIR-TSO-2539; Oracle Contract No. US-GMA-225288) (the "DIR Agreement").

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to ordering technical support in accordance with this quote. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

The technical support services acquired under this quote are governed by the terms and conditions of the DIR Agreement, which is incorporated herein by reference. Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with a purchase order. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the DIR Agreement.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable in accordance with the terms of the DIR Agreement.

Oracle will issue an invoice to you upon receipt of a purchase order or a form of payment acceptable to Oracle. If You are not a tax exempt organization, You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If [insert Partner name] is a tax exempt organization, a copy of [insert Partner name]'s tax exemption certificate must be submitted with [insert Partner name]'s purchase order, check, credit card or other acceptable form of payment. [Only populates on indirect orders] If You are a tax exempt organization, a copy of Your tax exemption certificate must be submitted with Your purchase order. [\[Only populates on direct orders\]](#)

Purchase Order

For the technical support services on this quote, the purchase order must include the following information:

- Support Service Number: _____
- Total Price: _____ USD (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, [insert quote to party] agrees that the terms of this quote and the DIR Agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this quote.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Support Service Number: _____
- Total Price: _____ USD (excluding applicable tax)
- Local Tax, if applicable

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater.

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

Remittance Details

Purchase orders for the technical support services ordered under this quote should be sent to:

Attn:

Fax:

E-mail: