

AMENDMENT TWENTY ONE
to
ORACLE LICENSE AND SERVICES AGREEMENT
between
THE STATE OF OKLAHOMA
and
ORACLE AMERICA, INC.

This Amendment Twenty One ("Amendment") to the Oracle License and Services Agreement (Oracle reference number: US-OLSA-54807-27-DEC-2006) effective December 27, 2006, as amended, modified and added (the "Agreement") between the State of Oklahoma ("you," the "State," or the "Customer") and Oracle America, Inc., as successor in interest to Oracle USA, Inc. ("Oracle"), shall serve to amend the Agreement as described herein. If and to the extent any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The Agreement is hereby modified as follows:

1. **Term.** The term of the Agreement shall be extended until the earlier of December 31, 2015 or the date on which a new contract for Oracle products and services between the parties is fully executed and effective. As such, the Contract Dates and Agreement Dates are extended through the earlier of December 31, 2015 or the date on which a new contract for Oracle products and services between the parties is fully executed and effective.

2. **Pricing and Discounts for New Program Licenses, Oracle Engineered Systems, and First-Year Technical Support.**

a. **Price List(s).** Until December 31, 2015, the "Price List(s)" in the Agreement shall be defined as follows (attached hereto as Exhibit A to this Amendment):

- i. Oracle Technology Global Price List, dated October 8, 2014
- ii. Oracle E-Business Suite Applications Global Price List, dated August 8, 2014
- iii. Oracle Business Intelligence Applications Global Price List, dated June 1, 2014
- iv. Oracle Global Price List Siebel CRM Pricing, dated April 14, 2014
- v. Oracle Primavera Global Price List, dated October 16, 2014
- vi. Oracle Engineered Systems Price List, dated October 6, 2014¹

All prior Price List(s) previously incorporated into the Agreement are hereby deleted.

b. **Pricing and Discounts.** Until December 31, 2015, provided that Customer has continuously maintained technical support for its existing program licenses, Customer may acquire licenses for the programs listed on the Price Lists, provided that such programs are available in production release when ordered, by paying Oracle the fees specified for such licenses on the Price Lists less the discount determined by the discount schedule set forth below. Customer may also acquire first-year Software Updates & License Support ("SULS") for such programs by paying Oracle the fees specified for such SULS on the Price List less the discount determined by the discount schedule set forth below.

c. **Discount Schedule.**

- i. **For Price Lists listed in sections 2.a.i through 2.a.v.** Until December 31, 2015, except as provided in section 2.d of this Amendment, the following discount schedule shall apply to the list fees specified on the Price Lists (listed in sections 2.a.i through 2.a.v of this Amendment) for the program licenses and first-year SULS for such licenses acquired pursuant to the terms of the Agreement. The discount tier based on list license and list SULS fees as provided in the table below (the "Transaction Band") shall be determined per order.

¹ The additional terms required for hardware products listed on the Oracle Engineered Systems Price List shall be specified in the applicable ordering document. Any discounts provided for hardware products in section 2.c.ii of this Amendment shall be applied against the then-current Oracle Engineered Systems Price List.

Each order placed pursuant to this discount schedule shall be considered a separate transaction; and orders may not be aggregated to increase the overall discount.

Transaction Band (List License + List SMLS Fees)	License and First-Year SMLS Discounts
\$0 - \$1,100,000.00	45%

- ii. For Oracle Engineered Systems Price List listed in section 2.a.vi. Until December 31, 2015, except as provided in sections 2.d of this Amendment, the following discount schedule shall apply to the list fees specified on the Oracle Engineered Systems Price List for the program licenses, hardware, and first-year technical support acquired pursuant to the terms of the Agreement, provided that additional terms required for hardware products listed on the Oracle Engineered Systems Price List are specified in the applicable ordering document.

Product	Discount
Engineered Systems Hardware and First-Year Premier Support Services	15%
Engineered Systems Software License and First-Year SMLS	20%

d. Exceptions.

- i. Any discounts provided in this Agreement shall not apply toward any third-party products included in any of the Price Lists, any cloud products included in any of the Price Lists, and any products on controlled availability.
- ii. Any discounts provided for hardware products in section 2.c.ii of this Amendment shall be applied against the then-current Oracle Engineered Systems Price List.
- iii. Cloud products, even if on the Price Lists, may not be purchased under this Agreement.

3. Pricing and Discounts for Education (Training) Services. Until December 31, 2015, the Customer may purchase Oracle University products and services at a 15% discount off the Oracle University Price List in effect at the time Customer places the student registration for training. Oracle University's Price List is available at <http://education.oracle.com>. These discounts may not be used in conjunction with any other discounts or special promotions offered by Oracle University.

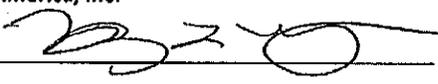
Other than the amended terms set forth herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Effective Date of this Amendment to the Agreement shall be September 1, 2014.

STATE OF OKLAHOMA

By: 
 Name: Matthew A. Singleton
 Title: Chief operations officer
 Date: 11/20/14

Oracle America, Inc.

By: 
 Name: Elizabeth Hwang
 Title: Senior Contracts Manager
 Date: October 20, 2014