

**AMENDMENT ONE  
TO THE  
SOFTWARE LICENSE AND SERVICES AGREEMENT 2008  
BETWEEN  
THE NEW YORK STATE OFFICE OF THE CHIEF INFORMATION OFFICER /  
OFFICE FOR TECHNOLOGY AND ORACLE USA, INC.**

**This Amendment One** to the Software License And Services Agreement 2008 ("Agreement") between the New York State Office of the Chief Information Officer / Office For Technology ("OCIO/OFT") and Oracle USA, Inc. ("Oracle") is entered into and effective as of the latest date set forth with the signatures below. The parties hereby agree to amend the Agreement as stated below.

1. **Article I, Agreement Term and Definitions, Section A.**

Add the following to the end of the fifth paragraph of Article I(A):

"As part of the annual meeting described in Article XI(A)(4) herein, the Contractor is willing to discuss all material changes to the Technical Support Policies in the preceding year."

2. **Article XV, Indemnification and Liability, Section B, Paragraph 1, Subpart (i).**

Delete the existing subpart (i) of Article XV(B)(1) and replace it with the following:

"(i) an amount equal to 1.5 times the fees specified in the purchase order or in Article XI(B) herein, as applicable, for the Programs and Services, or parts thereof forming the basis of the State's claim (said amount not to exceed a total of twelve (12) months charges payable under the purchase order or Article XI(B), as applicable) or".

3. **Article XXVIII, Policies and Security, Section B.**

Delete Section B of Article XXVIII and replace it with the following:

**B. Web Accessibility Policy.** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Agreement or procurement will comply with OCIO/OFT Policy P04-002, *Accessibility of New York State Web-Based Intranet and Internet Information and Applications*, and OCIO/OFT Standard S04-001, *Accessibility of New York State Web-Based Intranet and Internet Information and Applications*, as in force as of the date of this Agreement, which requires that state agency web-based intranet and Internet information and applications are accessible to persons with disabilities. Web content must conform to OCIO/OFT Standard S04-001 (as in force as of the date of this Agreement), as determined by quality assurance testing. Such quality assurance testing will be conducted by the State and the results of such testing must be satisfactory to the State before web content will be considered a qualified deliverable under the Agreement or procurement.

Notwithstanding the above,

1. To the extent that the owners of Third Party Programs share information with respect to the accessibility of their Third Party Programs with the Contractor and permit this information to be disclosed, the Contractor agrees to provide such information to the State. The Contractor makes no representations or warranties with respect to and assumes no liability for any such Third Party Program accessibility information presented.
2. The Contractor documents its Program status in VPATs, located at [www.oracle.com/accessibility/vpats.html](http://www.oracle.com/accessibility/vpats.html). Said VPATs list the extent that each product adheres to Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"). The Section 508 standards are substantially equivalent to the CIO/OFT Standard S04-001 (as in force as of the date of this Agreement) for purposes of compliance with CIO/OFT Policy P04-002.
3. The ability of the Contractor's Programs to meet the aforementioned standards applies only when they are used in accordance with the Contractor's associated documents and other written information provided to the State, and provided that any assistive technologies and any other products used with them properly interoperate with them.
4. The State agrees and acknowledges that certain Programs may not have a VPAT, or may have a VPAT that lists significant exceptions, in which case the State may determine that the Program does not satisfactorily meet CIO/OFT Policy P04-002 (as in force as of the date of this Agreement).
5. In the event that no VPAT is available for a specific Program on [www.oracle.com/accessibility/vpats.html](http://www.oracle.com/accessibility/vpats.html), the State should contact the Contractor to determine if a VPAT is available but has not been published yet
6. Both parties agree that accessibility standards are likely to change over the lifetime of this Agreement, and agree to mutually evaluate any proposed changes to Standard S04-001 or Policy P04-002, or adoption by the Contractor of newer accessibility standards, and to develop procurement timeframes for future purchases in light of any changes.

If any Program fails to meet the applicable standards to the extent set out in the Contractor's VPAT, the Contractor will correct the deficiency within a reasonable time of being notified in writing of such deficiency or refund the license fee for the Programs with the deficiency, which together shall be the sole remedies available for breach of the representation herein. Should the Contractor fail to provide said remedies, the State may seek appropriate judicial relief in a court of competent jurisdiction in New York State, as permitted under this Agreement."

4. **Exhibit 4, Oracle Technical Support Renewal Pricing.**
  - a. **Exhibit 4, Technical Support Renewal / Pricing - Related Support Stream (ULA).**  
Change the Dollar Value for Support Renewal Number 4470401 for the Dept. of Education from \$44,790.06 to \$44,468.92.
  - b. **Exhibit 4, Technical Support Renewal / Pricing – Non-Related Support Stream (non-ULA).**  
Change the Dollar Value for Support Renewal Number 4470401 for the Dept. of Education from \$27,834.68 to \$28,155.82.
  
5. **Exhibit 5, Unlimited License Software Order (For the SFS).**
  - a. **Section A, Table 2, Unlimited Deployment Application Programs.**  
Delete the following Program from Section A, Table 2 of Exhibit 5: “PeopleSoft Enterprise Trading Partner Management”.
  - b. **Section A, Summary of Net Fees.**
    1. Change the amount of “Related Support Stream Fees” from \$771,271.43 to \$770,950.29.
    2. Change the amount of “Net Fee” from \$31,479,401.41 to \$31,479,080.27.
    3. Change the amount of “Total Fee” from \$31,479,401.41 to \$31,479,080.27.
  - c. **Section C, Paragraph 1, Total Support Stream, Subpart (iii).**  
In the first sentence of Section C(1) of Exhibit 5, add the words “Technical Support for” immediately following “(iii)”.
  - d. **Section H, Existing SFS Agency Support.**  
In the first sentence of the fourth paragraph of Section H of Exhibit 5, delete the final word “earlier” and replace it with the word “later”.
  
6. **Exhibit 6, Program Price Hold List (For Authorized Contract Users), Section A, Paragraph 1, Part a.**  
In Section A(1)(a) of Exhibit 6, delete the date “May 31<sup>st</sup>, 2008” and replace it with “June 30<sup>th</sup>, 2008”.
  
7. **Exhibit 10, Order for Oracle University (For SFS), Section A, Paragraph 5, Part a, Subpart a.**  
In the first sentence of Subpart a of Part a of Paragraph 5 (*Training*) of Section A of Exhibit 10, delete the word “third” and replace it with the word “second”.
  
8. **Exhibit 12, Order Form for Pricehold Purchases (By Authorized Contract Users).**  
Add the following below Table 1, *Licensed Program (s)*, of Exhibit 12.

**“Important Accessibility Notice:** The Contractor states that the following Programs from Table 1 of this Order Form fall within subpart 4 of *Article XXVIII(B), Web Accessibility Policy*, of the Agreement: *[insert list of applicable Programs or “not applicable”].*”

**9. Authority.**

Each party represents and warrants to the other party that this Amendment One has been executed by the authorized representatives of each party.

**10. Effect of Amendment.**

Except as expressly set forth herein, the terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the OCIO/OFT and Oracle have executed this Amendment One to the Agreement, as of the date(s) set forth below.

**NEW YORK STATE OFFICE OF THE  
CHIEF INFORMATION OFFICER /  
OFFICE FOR TECHNOLOGY**

By: Melodie Mayberry Stewart  
Title: CFO Director  
Printed Name: Melodie Mayberry - Stewart  
Date: June 18, 2008

**ORACLE USA, INC.**

By: [Signature]  
Title: Senior Contracts Manager  
Printed Name: INO. DAVILA  
Date: JUNE 16, 2008

**Approved as to Form  
NYS Attorney General**

By: [Signature]  
Date: [Signature]  
**APPROVED AS TO FORM  
NYS ATTORNEY GENERAL**  
**JUN 20 2008**  
Lorraine I. Remo  
**LORRAINE I. REMO  
ASSOCIATE ATTORNEY**

**Approved:  
Thomas P. DiNapoli  
Comptroller**

By: [Signature]  
Date: 6/26/08