

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-4158**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Oracle America, Inc.**

This Amendment Number 1 to Contract Number DIR-TSO-4158 is between the Department of Information Resources (“DIR”) and Oracle America, Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Appendix C, Pricing Index**, is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 1)**, as attached.
2. **Appendix D, License Agreement** is hereby replaced in its entirety with attached **Appendix D, License Agreement (per Amendment 1) which reflects the addition of** the following provisions to section I (Oracle License Definitions and Rules):

**Oracle Java SE Subscription and Oracle Java SE Desktop Subscription:** are defined as the right to use the specified Oracle Java SE Subscription Program(s) in accordance with the applicable metric and to receive Oracle Software Update License & Support (limited to the specified Oracle Java SE Subscription Program(s)), for the term specified on the ordering document. Your right to use the specified Oracle Java SE Subscription Program(s) for your internal business operations includes using the Oracle Java SE Subscription Program(s) to run your Java applications as a cloud service, subject to the terms of the Master Agreement. For the avoidance of doubt, you shall not make the Oracle Java SE Subscription Program(s) themselves available as a cloud service. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Software Update License & Support is provided under the Oracle Software technical support policies in effect at the time the services are provided. At the end of the specified subscription term, you may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, your right to use the specified Oracle Java SE Subscription Program(s) will terminate and you must de-install the specified Oracle Java SE Subscription Program(s).

With respect to Java SE Desktop Subscription – Named User Plus Program, the term “server” refers to a desktop computer.

With respect to Java SE Subscription - Processor, when licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name, a processor is NOT counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 1 and the Contract.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature.

**Oracle America, Inc.**

**Authorized By:** Signature on File

**Name:** Sheila Poggi

**Title:** Contracts Manager

**Date:** 4/23/2019

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 4/24/2019

**Office of General Counsel:** DB 4/24/2019