



**APPENDIX E-10 TO DIR CONTRACT No. DIR-TSO-4158**  
**ORACLE UNIVERSITY**  
**ORACLE LEARNING SUBSCRIPTION**

**Customer Name:**

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

**Customer Address:**

**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 \_\_\_\_\_, 2018 (DIR Contract No. DIR-TSO- 4158; Oracle Contract No. US-GMA-1889764).

**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 an Oracle Learning Subscription (OLS), which includes the Training On Demand, Learning Streams and/or Learning Subscription access listed below for the specified number of users during the access term specified in Section C of this Ordering Document. The Training On Demand, Learning Streams and Learning Subscription offerings are described at <http://education.oracle.com>.

Offering Name /Metric/ Part Number	Quantity	Price

OLS is exclusively for specific named users and/or employees (as applicable) employed by you; and others may not view OLS content. The OLS offering must be viewed from the country from which it was activated.

Unauthorized recording, copying, or transmission of OLS content is strictly prohibited.

**B. FEES, PAYMENTS AND INVOICING**

*{Replace first paragraph with the following if OLS Subscription is to be paid via Learning Credit}*

{Your Learning Credits account [INSERT ACCOUNT NUMBER] will be debited by [INSERT AMOUNT] for the services described in this Ordering Document which is non-cancelable and the sum paid nonrefundable.}

You agree to pay Oracle a fee of [REDACTED] US Dollars (\$[REDACTED]) for the services described in this Ordering Document. All fees are due in accordance with Appendix A, Section 8.J. of the agreement.

All fees listed in this Ordering Document are in US Dollars. Expenses and additional charges, if any, are in accordance with this ordering document. Fees for services listed in this ordering document are exclusive of taxes and expenses.

**C. ACCESS TERM**

Your OLS term shall commence upon the effective date of this Ordering Document and continue for a period of twelve (12) months *{for insert such other term approved by Oracle}* thereafter.

**D. ADDITIONAL TERMS**

1. General Terms and Conditions. Your use of the education products and services acquired under this Ordering Document are subject to the Oracle University terms and conditions specified at

<http://education.oracle.com/us/terms/termspolicies101015.html>, as applicable, and unless otherwise stated in the agreement, this Ordering Document or exhibit.

2. Segmentation. **[This language is consistent with the agreement, Appendix F, Section E (Segmentation) and is required by Oracle to be included on the ordering document for accounting purposes]** 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 (A) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (B) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (C) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service. You acknowledge that you have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.
3. Contact Information.
  - a. **{Customer Billing information is mandatory. Other contacts can be added/removed as applicable. Ex: "Customer Project Manager", "Service Delivery Manager", etc.}**
4. Order of Precedence. In the event of any inconsistencies between this Ordering Document (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

This quote is valid through \_\_\_\_\_, 201\_ and shall become binding upon execution by you and acceptance by Oracle.

***{Insert applicable Customer name}***

**Oracle America, Inc.**

Authorized Signature: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_ Signature Date: \_\_\_\_\_

Ordering Document Effective Date: \_\_\_\_\_

*{To be completed by Oracle}*