STATE OF WISCONSIN
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number GS-35F-0009T ("Oracle's GSA Schedule") and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), Oracle USA, Inc. ("Oracle") and the State of Wisconsin, Department of Administration, on behalf of Wisconsin state agencies, (the "State") agree to the terms of this BPA as follows:

A. TERMS AND CONDITIONS

1. Term and Applicability of the BPA

For purposes of Oracle's internal usage, this BPA shall be named GS-35F-009T (CP-WI). This BPA is effective from the date of this BPA through the effective period of Oracle's GSA Schedule. Authorized BPA Users may only purchase program licenses and technical support under this BPA. Consulting services may not be purchased under this BPA.

2. Prevailing Terms and Conditions

All orders placed against this BPA are subject to the terms and conditions of Oracle's GSA Schedule referenced above. The terms and conditions included in this BPA apply to all purchases made pursuant to it. Orders for products and services must be executed on the applicable Oracle ordering document. In the event of an inconsistency between the provisions of the BPA and the applicable Oracle's GSP Schedule, the provisions of this BPA will take precedence. The terms and conditions in the Oracle ordering document shall prevail over Oracle's GSA Schedule and this BPA .

3. Authorized BPA Users

This BPA is open to all Wisconsin State Agencies, Municipalities, and Authorized Users, and any other Wisconsin entities which fall under the definition of state and local governments as defined in General Services Administration Regulation (GSAR) 552.238-78. Authorized Users may order programs and services from Oracle in accordance with the terms and conditions of this BPA. By placing an order with Oracle under this BPA, the Authorized BPA User shall be bound by the terms and conditions of the applicable Oracle ordering document, this BPA, and Oracle's GSA Schedule. For the purposes of each individual order, when the term "State" is used in this BPA, it shall refer to the Authorized BPA User placing the order.

> a. "Authorized User" means a State Agency or Municipality authorized by the contracting governmental body to order and acquire Software, Data, Web Services, Documentation, products, or technical support services through this Contract.

b. "Municipality" means a county, city, village, town, school district, federally recognized Indian tribes, board of school directors, sewer district, drainage district, vocational, technical, and adult education district or other public or quasi-public corporation, board, or other body having authority to award public contracts within the State of Wisconsin.

c. "State Agency" means an office, department, agency, institution of higher education, association, society or other body in the State of Wisconsin government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts.

4. Governing Law

This BPA is governed by the substantive and procedural laws of Wisconsin. As such, the State agrees to the terms and conditions of this BPA and Oracle's GSA Schedule to the extent permitted by Wisconsin law.

5. E-Verify

Oracle shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this BPA. Subcontractor certifications shall be maintained by Oracle and made available to the State upon request. If Oracle or its subcontractors are not in compliance with this section or have not begun or implemented the E-Verify program for all newly hired employees performing work under this BPA, the State reserves the right to determine what action it may take including, but not limited to, canceling this BPA and/or suspending or debarring Oracle from state purchasing.

B. PRODUCTS AND PRICING

1. Products

This BPA includes the products and services listed on Oracle's GSA Schedule located at:
http//www.oracle.com/corporate/pricing/GSA_pricelist.pdf.

2. Pricing

Items included on Oracle's GSA Schedule may be purchased by an authorized user of this BPA at the rates set forth in Oracle's GSA Schedule.

3. Discount Structure

All rates in Oracle's GSA Schedule are net prices; there are no additional discounts.

C. OTHER

1. Nondiscrimination and Affirmative Action:

Oracle shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, national origin, developmental disability as defined in s.51.01(5), Wis. Stats., or sexual orientation as defined in s.111.32(13m), Wis. Stats.. This provision shall include, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Oracle shall take affirmative action to ensure equal employment opportunities.

Unless exempted by workforce size or contract amount, Oracle must submit a written affirmative action plan to the State.

Oracle shall post the notice provided by the contracting state agency, setting forth the provisions of the State of Wisconsin's nondiscrimination laws in its workplace, website or conspicuous places in order that Oracle's employees and applicants for employment are able to read it.

Failure to comply with the conditions of this provision may result in the termination of this Contract, declaring Oracle to be ineligible for state contracts, or the withholding of contractual payment until Oracle is in compliance.

2. Sovereign Immunity:

Notwithstanding the foregoing, this BPA shall not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this BPA or afforded by the State of Wisconsin law.

3. Contract Usage Reporting Requirements:

Oracle shall provide a report to the Department of Administration within 30 days of the end of each calendar quarter. The report will provide the an itemization of all purchases for products and services including the name of the customer name, customer order number and date, quantity ordered, Product name, invoiced unit price, and total price sold in each preceding quarter under this BPA to the Authorized Users of this BPA.

4. Promotional Advertising And News Releases:

Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Contract shall not be made without prior written approval of the State.

5. Assignment of Contract:

The State may not assign this Agreement or give or transfer the Programs and/or any Services or an interest in them to another individual or entity. If the State grants a security interest in the Programs and/or any Services deliverables, the secured party has no right to use or transfer the Programs and/or any Services deliverables, and if the State decides to finance its acquisition of the Programs and/or any Services, the State will follow Oracle's policies regarding financing which are at http://oracle.com/contracts.

Any assignment or other transfer of the Agreement by Oracle arising from merger, acquisition, takeover or any change in corporate form shall be subject to: 1) the terms and conditions inuring to the benefit of the State under this Agreement, and 2) the successor organization being a Qualified Information Systems Vendor under Wisconsin law, being in good standing with the State of Wisconsin and authorized to do business in the State of Wisconsin.

6. State Payment Offsets For Contractor's Delinquency:

With respect to state agencies only (as defined in Section A.3(c) above), if Oracle should have a delinquent State of Wisconsin tax liability, the Wisconsin Department of Administration may, upon receipt of a properly issued notice from the Wisconsin Department of Revenue, offset payments otherwise due to Oracle by the amount of the delinquent tax liability.

7. Viruses, Induced Inhibiting Codes, Etc.:

Virus Warranty: As a part of its internal development process, Oracle will use reasonable efforts to test Programs for viruses. Oracle will also maintain a master copy of the appropriate versions of the Programs, free of viruses. If the State believes a virus may be present in the delivered Programs, then upon the State's request, Oracle will provide a master copy to the State for comparison with and correction of the State's copy of the Programs.

Disabling Devices: Oracle warrants that, as of the effective date of this Agreement, Oracle has not designed the Programs to contain any Disabling Devices (as defined below), and Oracle will not electronically repossess programs licensed to the State through remote command activation. The State must notify Oracle of any breach of the warranty set forth in the preceding sentence within one (1) year after delivery of the applicable Program. For any breach of the warranty set forth in this section, the State's exclusive remedy and Oracle's entire liability, shall be the remedies set forth in the final paragraph of the "Contractor Commitments, Warranties and Representations" section of the Oracle GSA Schedule. For the purpose of this section, a "Disabling Device" shall mean code intentionally embedded in a Program by Oracle for the sole purpose of partially or completely halting use of the Program on conditions set by Oracle."

The effective date of this BPA shall be the last date signed below._____.
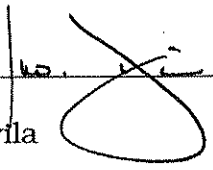
State of Wisconsin, Department of Administration

Authorized
Signature: _____ FOR

Name: Michael L. Morgan

Title: Secretary of Administration

Signature Date: _July 22, 2009_

Oracle USA, Inc.

Authorized
Signature: _____

Name: Ino. Davila

Title: Senior Contracts Manager

Signature Date: _July 21, 2009_