

Oracle Credit Corporation

Municipal Payment Plan Agreement

Customer: Commonwealth of Massachusetts Executive Office for
Administration and Finance, Information Technology Division
 Address: One Ashburton Place, Room 504
State House, Boston, MA 02133
 Phone: 617 626 4404
 PPA No.: _____ Date: 8/31/09

Executed by Customer (authorized signature):
 By: [Signature]
 Name: VINCENT P. MURPHY
 Title: ITD
 Executed by Oracle Credit Corporation:
 By: [Signature]
 Name: ANIL VORA
 Title: VICE PRESIDENT

This Payment Plan Agreement ("PPA") is entered into by Customer and Oracle Credit Corporation ("OCC") to provide for the payment of the System Price specified in a Payment Schedule on an installment basis. The System (as defined below) is being acquired from Oracle Corporation, an alliance member/agent of Oracle Corporation or any other party providing any portion of the System ("Supplier"). Each Payment Schedule shall specify the Software and other products and services, which items together with any upgrade, update, transfer, substitution, or replacement thereof shall comprise the "System". Each Payment Schedule shall incorporate the terms and conditions of the PPA to form a "Contract," and the System specified therein shall be subject to the terms and conditions of such Contract. The System shall be licensed or provided to Customer and to three other Commonwealth of Massachusetts government entities: the Executive Office of Transportation and Public Works, the Administration Office of the Trial Court, and the Executive Office of Labor and Workforce Development (together with Customer, the "State Entities") directly by Supplier pursuant to the terms of the Orders and Agreements specified in the Payment Schedule. Except as otherwise provided under the Contract, the State Entities' rights and remedies under their respective Orders and Agreements, including Supplier's warranty and refund provisions, shall not be affected.

2. **ESSENTIAL USE:** Customer represents to OCC as of the Payment Schedule Effective Date, and presently intends throughout the term of each Contract, that: (i) the use of the System is essential to the proper, efficient and economic functioning of the State Entities or to the services that they provide; (ii) the System shall only be used by the State Entities to perform their governmental functions; and (iii) the State Entities will use the System during the current fiscal period, and intend to use it for the term of this Contract. In reliance of Customer's representations regarding the essential use of the System and other representations and agreements herein, OCC has entered into this Contract.

3. **PAYMENT SCHEDULE:** Upon acceptance, except as provided in Section 1 above, Customer agrees to pay OCC the Payment Amounts in accordance with the Contract, with each payment due and payable on the applicable Due Date. If full payment of each Payment Amount and other amounts payable is not received by OCC within 10 days of each Due Date, Customer agrees to pay to OCC interest on the overdue amount at the rate equal to the lesser of: the maximum amount allowed by the Commonwealth's Office of the State Comptroller, or one and one-half percent (1.5%) per month.

Unless stated otherwise, Payment Amounts exclude any applicable sales, use, property or any other tax allocable to the System, Agreement or Contract ("Taxes"). Any amounts or any Taxes payable under the Agreement which are not added to the Payment Amounts due under the Contract are due and payable by Customer, and Customer shall remain liable for any filing obligations. If Customer provides OCC an exemption certificate (in form acceptable to OCC), Customer shall not be liable for any Taxes exempted therein. Subject to any rights to intercept, offset or counter claim under the Commonwealth Terms and Conditions or applicable law, Customer's obligation to remit Payment Amounts to OCC or its assignee in accordance with the Contract is absolute, unconditional, noncancellable, independent, and shall not be subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense for any reason, including but not limited to, any termination of or dispute arising under the Agreement or related agreements, performance of the System, or any claim against Supplier.

1. **APPROPRIATION OF FUNDS:** As an agency or a political subdivision of the state in which Customer is located, Customer's payment obligations hereunder are subject to the appropriation of funds. Customer may terminate its obligation to pay the Payment Amounts due under a Contract if funds are not appropriated or otherwise made available in subsequent fiscal periods for all Payment Amounts due during that fiscal period. The obligation to pay the Payment Amounts due under the applicable Contract as well as the State Entities' respective rights to use any part of the System shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Customer of any kind. Customer shall be responsible for any obligations outstanding prior to termination for which funds have been appropriated. Customer shall provide OCC with written notice of such non-appropriation within thirty (30) days of Customer's receipt of notice of non-appropriation, together with reasonable details regarding the non-appropriation of funds, as requested by OCC or as mandated by applicable law.

To the extent permitted by law, Customer agrees that: (i) it has funds available to pay all Payment Amounts due during the current fiscal period; (ii) it intends to obtain funds for payment of Payment Amounts from its governing body in each subsequent fiscal period; and (iii) if funds are appropriated, Customer shall use such funds to pay the Payment Amounts due hereunder. If a portion of the funds are appropriated, Customer shall use such funds to pay the Payment Amounts due hereunder.

4. **DEFAULT; REMEDIES:** Except as provided under Section 1, any of the following shall constitute a Default under this Contract: (a) Customer fails to pay when due any sums due under any Contract; (b) any State Entity breaches any representation or fails to perform any obligation in any Contract; (c) any State Entity terminates the license related to the System, or any State Entity materially breaches the Agreement; (d) any State Entity defaults under a material agreement with Assignee; or (e) any State Agency becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or

Customer Initials: [Signature]

Oracle Credit Corporation

for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer.

In the event of a Default that is not cured within thirty (30) days of written notice, OCC may: (i) subject to limitations imposed by applicable law, require all outstanding Payment Amounts and other sums due and scheduled to become due (discounted at the lesser of the rate in this Contract or five percent (5%) per annum simple interest) to become immediately due and payable by Customer; (ii) terminate all of the State Entities' rights to use the System, but such termination shall not occur sooner than sixty (60) days after the written notice of Default. The foregoing sentence does not in any way affect Oracle's rights under the Agreement, and shall preserve Customer's rights under the Agreement and applicable law; and (iii) pursue any other rights or remedies available at law or in equity. No failure or delay on the part of OCC to exercise any right or remedy hereunder shall operate as a waiver thereof, or as a waiver of any subsequent breach. All remedies are cumulative and not exclusive.

Except when a Default occurs, neither OCC nor its Assignees (as defined herein) will interfere with Customer's quiet enjoyment or use of the System in accordance with the Agreement's terms and conditions. Customer acknowledges that upon a Default under this Contract, no party shall license, lease, transfer or use any Software in mitigation of any damages resulting from Customer's Default. Upon Default, Customer agrees to permit Assignee's review of Customer's use of the System upon 48 hours prior written notice and during business hours.

5. **ASSIGNMENT:** Customer hereby consents to OCC's assignment of all or a portion of OCC's rights and interests in and to the Contract, including the right to exercise remedies, to third-parties ("Assignee"). OCC shall provide Customer notice thereof thirty (30) days in advance of the first Payment Due Date, which shall be sufficient if it discloses the name of the Assignee and the address where further payments hereunder shall be made, and no further action shall be required to complete the assignment. Customer and OCC agree that Assignee shall not, because of such assignment, assume any of OCC's or Supplier's obligations to Customer. Customer shall not assert against Assignee any claim, defense, counterclaim or setoff that Customer may have against OCC or Supplier; provided, however, Customer reserves any rights it may have to intercept, offset or counter claim against under applicable law with respect to the Assignee. Customer agrees not to make any claim against Assignee for any loss or damage of the System or breach of any warranty, express or implied, as to any matter whatsoever, including but not limited to the System and service performance, functionality, features, merchantability or fitness for a particular purpose, or any indirect, incidental or consequential damages or loss of business. Customer shall pay Assignee all amounts due and payable under the Contract subject to any rights to intercept, offset or counter claim under the Commonwealth Terms and Conditions or applicable law, but shall pursue any claims under any Agreement solely against Supplier.

6. **CUSTOMER'S REPRESENTATIONS AND COVENANTS:** Customer represents and warrants as follows: the Contract is a

Municipal Payment Plan Agreement

legal, valid and binding contract of Customer, and does not constitute a debt of Customer under applicable state laws; Customer has the authority to enter into and carry out its obligations under the Contract, and has duly authorized and executed the Contract in accordance with state law and applicable procurement requirements; the Contract has been signed by a duly authorized representative of Customer; the execution and performance of the Contract does not violate Customer's charter or by-laws, any law, judgment, regulation, or other agreement binding upon Customer; and no further consent or approval is needed. Customer acknowledges that pursuant to the Order, Supplier has delivered and performed with respect to the System, and Customer has accepted delivery of all the Software and no further action or performance is required to provide the System to Customer, except Customer's renewal of support services pursuant to the Agreement. OCC acknowledges that Customer may deploy and otherwise use such delivered Software in accordance with the Order.

Upon the termination of Customer's right to use the System, as a result of non-appropriation or otherwise, the State Entities will promptly execute and deliver to OCC or its Assignee a certificate of non-use and return the System in accordance with the terms of the Agreement. Except as provided in the Order, any transfer or assignment of Customer's rights or obligations in the System, or under the Agreement or this Contract shall require OCC's and Assignee's prior written consent. Customer agrees that any System that is transferred or assigned shall continue to be subject to the terms of this Contract. Customer agrees to promptly execute any ancillary documents and take further actions as OCC or Assignee may reasonably request, including, but not limited to, assignment notifications, acceptance certificates, certificates of authorization, opinions of counsel, and essential use certificates. Customer agrees to provide copies of Customer's balance sheet, income statement, and other financial reports as OCC or Assignee may reasonably request. Upon a termination of the Contract or the Order, Customer, OCC, and Assignee retain all rights to pursue any claim they may have under the Commonwealth Terms and Conditions and applicable law. If Customer terminates this Contract or the Order without cause, Customer acknowledges that it owes OCC or Assignee the sums due with respect to the Software that has been delivered.

7. **MISCELLANEOUS:** This Contract incorporates the terms and conditions of the Oracle Master Agreement dated November 16, 2004 between the Commonwealth of Massachusetts and Oracle USA, Inc., successor in interest to Oracle Corporation and the Order. If any provision of this Contract is invalid, such invalidity shall not affect the enforceability of the remaining terms of the Contract. Customer's obligations under each Contract shall commence on the Payment Schedule Effective Date specified in the Payment Schedule. Each Contract, and any changes to a Contract or any related document, shall take effect when executed by OCC. The Contract shall be governed by the laws of the state where Customer is located, and is effective as of the Payment Schedule Effective Date.

Customer Initials: LMF

ORACLE | Credit Corporation

Customer Service Form

Schedule No. 32518

Customer Name: Massachusetts Executive Office for Administration and Finance

Thank you for choosing Oracle Credit Corporation ("OCC"). Please provide us with the following administrative information so that we may better meet your invoicing needs.

Billing Information		Customer Contact	
Attn. Name:	<u>LOU ANGELONI</u>	Name:	<u>LOU ANGELONI</u>
Company:	<u>Information Technology</u>	Title:	<u>CEO</u>
Email:	<u>Lou.Angeloni@state.ma.us</u>	Email:	<u>Lou.Angeloni@state.ma.us</u>
Address:	<u>One Ashburton Place</u>	Phone:	<u>617 626 4420</u>
City/ST/Zip:	<u>Boston MA 02108</u>	Fax:	<u>617 626 4459</u>

PLEASE NOTE: You will receive a copy of Supplier's Invoice(s) so that you can review the product and services billed as well as the taxes charged. OCC will pay the Supplier invoice(s) on your behalf pursuant to the Payment Plan Agreement.

Tax Information	Invoice Reference
<input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt (attach certificate)	PO#: _____ Other: _____
Any questions regarding the tax treatment of your transaction should be directed to the name and number indicated on the Supplier invoice.	If provided, the above reference(s) will be listed on each invoice for you. A Notification Letter will be sent to you within 30 days specifying the correct payee name and remittance address.

COMPLETED BY: Linda Haug TITLE: General Counsel
 8/31/09 ITD

Please submit this form via fax:

TO: Oracle Credit Corporation

ATTN: Contracts

FAX: 650-633-0804

PHONE: 650-506-4343



The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Information Technology Division

One Ashburton Place • Room 801 • Boston • Massachusetts • 02108
 Telephone: (617) 628-4400 www.mass.gov/itd

facsimile: (617) 727-3788

Deval L. Patrick
 Governor

Leslie A. Kirwan
 Secretary

Timothy P. Murray
 Lieutenant Governor

Anne H. Margulies
 Assistant Secretary and
 Chief Information Officer

Oracle USA, Inc. successor in interest to Oracle Corporation, and Assigns
 500 Oracle Parkway, MS OPI-B1
 Redwood Shores, CA 94065

RE: Payment Schedule to the Municipal Payment Plan Agreement (collectively "Contract") by and between Oracle USA Inc., Successor in interest to Oracle Corporation, and Massachusetts Department of Transitional Assistance ("Customer")

To Whom It May Concern:

As of the effective date of the Contract (comprised of the Municipal Payment Plan Agreement and the Municipal Payment Schedule), my opinion is as follows:

I have acted as counsel to the Executive Office for Administration and Finance (known as "Customer" in the Payment Plan Agreement) with respect to the Contract, and have reviewed the following documents related thereto:

- Statewide Contract ITS19 and all amendments thereto and renewals thereof;
- The Oracle Ordering Documents for ANF as well as for the State Entities (the Administrative Office of the Trial Court, the Executive Office for Transportation and Public Works, and the Executive Office for Labor and Workforce Development), each executed on August 31, 2009;
- The Oracle Municipal Payment Plan Agreement and Oracle Municipal Payment Schedule, each executed on August 31, 2009

Upon the examination of these documents, it is my opinion that:

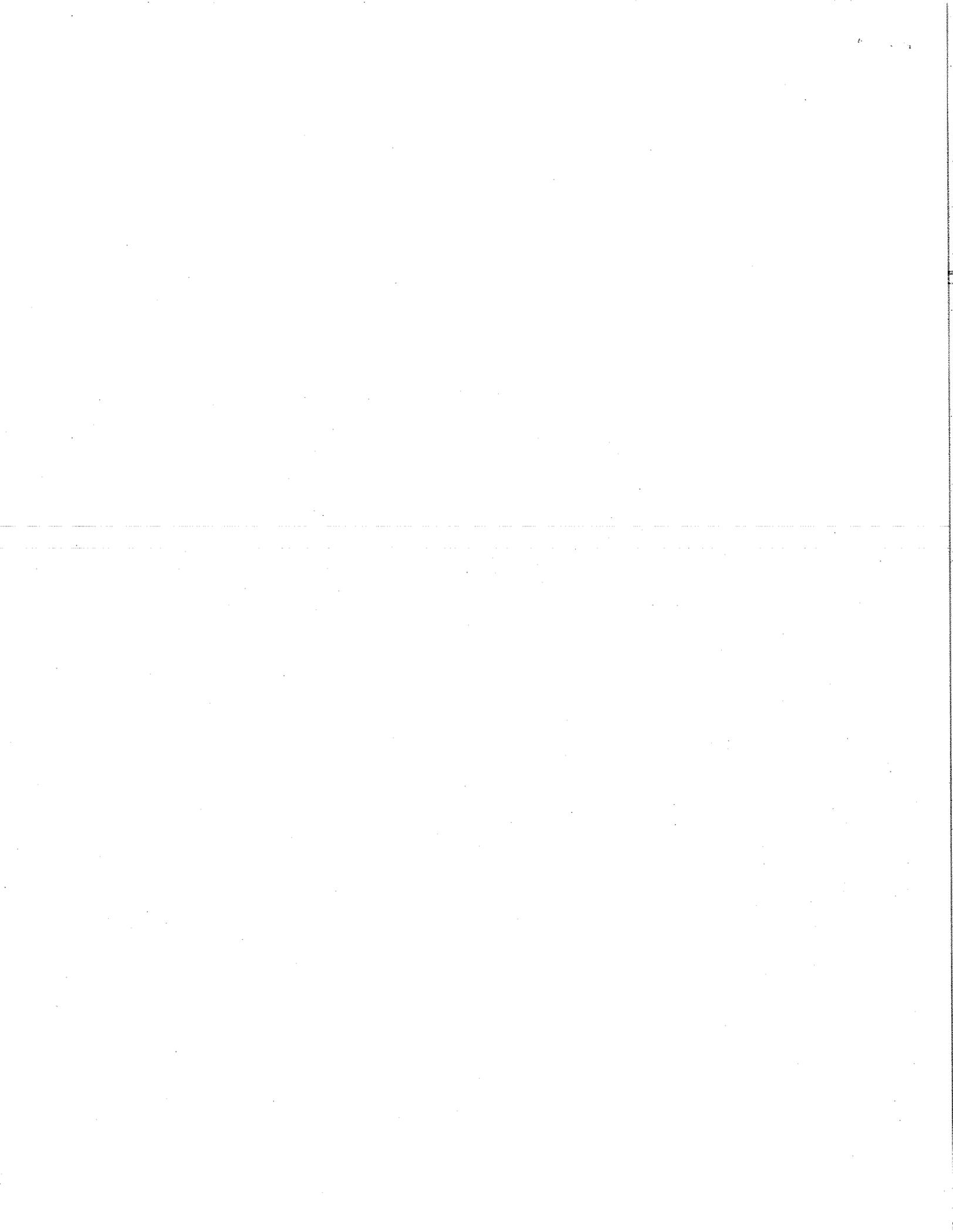
- (1) Customer is an agency of the state in which is it located ("State") and is duly organized, existing and operating under the constitution and laws of the State. Customer has the authority to enter into and carry out its obligations under the Contract, and has duly authorized and executed the Contract in accordance with State law and applicable procurement requirements. Customer is further authorized to consent to the assignment of the Contract pursuant to the terms of the Contract. Each person signing the Contract has the authority to do so, is acting with the full authorization of Customer's governing body, and holds the office indicated below their signature, each of which is genuine.
- (2) The Contract is a legal, valid and binding contract of Customer enforceable in accordance with its terms, except to the extent limited by applicable Local, State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

This Opinion can be relied on by Oracle USA, Inc., successor in interest to Oracle Corporation, and its assigns in connection with the Contract.

Sincerely,

A handwritten signature in cursive script, appearing to read "Linda M. Hamel".

Linda M. Hamel
General Counsel
Information Technology Division



Oracle Credit Corporation

Municipal Payment Schedule No. 32518

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Customer:	Commonwealth of Massachusetts Executive Office for Administration and Finance Information Technology Division
Address:	✓ State House, Boston, MA 02133 - 02/08 One Ashburton Place L.V. Angelo
Contact:	L.V. Angelo
Phone:	617 624 6443
Order:	dated
Agreement:	dated
PPA No.:	dated

Executed by Customer (authorized signature):	
By:	<u>Linda Hand</u>
Name:	<u>LINDA HAND</u>
Title:	<u>General Counsel</u>
Executed by Oracle Credit Corporation:	
By:	<u>Anil Vora</u>
Name:	<u>ANIL VORA</u>
Title:	<u>VICE PRESIDENT</u>
Payment Schedule Effective Date: _____	

System	Payment Schedule:
Software: <u>\$9,500,000.00</u>	Payment Amount: <u>20 @ \$950,000.00</u> Due Date: <u>01-OCT-09, 01-JAN-10, 01-APR-10, 01-JUL-10,</u>
Support: * <u>\$9,499,999.95</u> *Includes 5 Yrs of	<u>01-OCT-10, 01-JAN-11, 01-APR-11, 01-JUL-11,</u>
Education: <u>\$.00</u> Support	<u>01-OCT-11, 01-JAN-12 01-APR-12, 01-JUL-12,</u>
Consulting: <u>\$.00</u>	<u>01-OCT-12, 01-JAN-13, 01-APR-13, 01-JUL-13</u>
Other: <u>\$.00</u>	<u>01-OCT-13, 01-JAN-14, 01-APR-14, 01-JUL-14</u>
System Price: <u>\$18,999,999.95</u>	

Transaction Specific Terms:
For this Contract, the rate used in PPA Section 4, Paragraph 2, Subsection (i) shall be the lesser of the rate in the Contract or 3%. Taxes, if any, will be paid by Customer pursuant to the terms of the Order.

Optional (if this box is checked):
 The Customer or another State Entity has ordered the System from an alliance member/agent of Oracle Corporation or one of its affiliates, whose name and address are specified below. Customer shall provide OCC with a copy of such Order. The System shall be directly licensed or provided by the Supplier specified in the applicable Order and Agreement, each of which shall be considered a separate contract. Each State Entity has entered into the Order and Agreement based upon its own judgment, and expressly disclaims any reliance upon statements made by OCC about the System, if any. The State Entities' rights with respect to the System are as set forth in the applicable Order and Agreement and the State Entities shall have no right to make any claims under such Order and Agreement against OCC or its Assignee. Neither Supplier nor any alliance member/agent is authorized to waive or alter any term or condition of this Contract.

Alliance Member/Agent: _____
 Address: _____
 Contact: _____ Phone: _____

This Payment Schedule is entered into by Customer and Oracle Credit Corporation ("OCC") for the acquisition of the System from Oracle Corporation, an affiliate of Oracle Corporation, an alliance member/agent of Oracle Corporation or any other party providing any portion of the System ("Supplier"). This Payment Schedule and the attached Exhibit A to the Payment Schedule incorporate by reference the terms and conditions of the above-referenced Payment Plan Agreement ("PPA") to create a separate Contract ("Contract").

Payment Amount, unless otherwise stated, includes a proportional amount of the remaining components of the System Price excluding such future support fees, if any.

A. PAYMENTS: This Contract shall replace the State Entities' payment obligation under their respective Orders and Agreements to Supplier (except for the Entities' payment obligation under the Orders for technical support for (a) Converted and Replaced Licenses, and (b) any program licenses purchased under Section D (Price Hold) of the Orders), to the extent of the System Price and for the System listed above, upon the State Entities' delivery of a fully executed Order, Agreement, PPA, Payment Schedule, and any other documentation required by OCC, and execution of the Contract by OCC. If the System Price includes support fees for a support period that begins after the first support period, such future support fees will be paid to Supplier as invoiced in the applicable support period from the Payment Amounts received in that period. The balance of each

B. SYSTEM: Software shall be accepted, and the services shall be deemed ordered pursuant to the terms of the Agreement. The State Entities agree that any software acquired from Supplier to replace any part of the System shall be subject to the terms of the Contract. Any claims related to the performance of any component of the System shall be made pursuant to the Order and Agreement. Neither OCC nor Assignee shall be responsible to any State Entity for any claim or liability pertaining to any performance, actions, warranties or statements of Supplier.

C. ADMINISTRATIVE: Customer agrees that OCC or its Assignee may treat executed faxes or photocopies delivered to OCC as original documents; however, Customer agrees to deliver original signed documents if requested. Customer agrees that OCC may insert the appropriate administrative information to complete this form. OCC will provide a copy of the final Contract.

Exhibit A to Payment Schedule**Massachusetts Executive Office for Administration and Finance**

Payment Date	Total Payment Amount	License Portion**	Support Portion
1-Oct-09	950,000	475,000	475,000
1-Jan-10	950,000	475,000	475,000
1-Apr-10	950,000	475,000	475,000
1-Jul-10	950,000	475,000	475,000
1-Oct-10	950,000	475,000	475,000
1-Jan-11	950,000	475,000	475,000
1-Apr-11	950,000	475,000	475,000
1-Jul-11	950,000	475,000	475,000
1-Oct-11	950,000	475,000	475,000
1-Jan-12	950,000	475,000	475,000
1-Apr-12	950,000	475,000	475,000
1-Jul-12	950,000	475,000	475,000
1-Oct-12	950,000	475,000	475,000
1-Jan-13	950,000	475,000	475,000
1-Apr-13	950,000	475,000	475,000
1-Jul-13	950,000	475,000	475,000
1-Oct-13	950,000	475,000	475,000
1-Jan-14	950,000	475,000	475,000
1-Apr-14	950,000	475,000	475,000
1-Jul-14	950,000	475,000	475,000
5 Year Totals	19,000,000	9,500,000	9,500,000

** plus other sums that may be due under the Payment Schedule, such as late fees

LMH
8/31/09
8/31/09