



Applications Software Technology Corporation

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State of Montana - Montana Department of Administration

Enterprise Content Management
System (ECMS)

Request for Information

Due Date: January 17, 2014



The Right Partner Makes All the Difference



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Applications Software Technology Corporation

1755 Park Street, Suite 100 | Naperville, Illinois 60563 | 1.888.278.0002 | www.astcorporation.com



January 17, 2014

Michele Burchett
Montana Department of Administration
State Information Technology Services Division
125 N. Roberts
Helena, MT 59620

Re: Request for Information, Enterprise Content Management System (ECMS)

Dear Ms. Burchett:

Applications Software Technology Corporation (AST) is pleased to have the opportunity to respond to the State of Montana's aforementioned RFI for an Enterprise Content Management System (ECMS). We are proposing Oracle's industry leading WebCenter Content platform for the State's ECM system coupled with the expertise of our award-winning Oracle Middleware team to support the implementation project.

Oracle WebCenter Content is an open platform with pervasive services that content-enable business processes throughout an enterprise. It consolidates unstructured content from across diverse systems so it can be centrally managed and then exposes it from within desktop productivity tools, business applications, and mobile devices to fit the needs of today's users. Oracle WebCenter Content also has out-of-the-box application adapters that integrate with popular business applications and provide seamless access to unstructured content directly from within the application's user interface. It is built with functionality that supports the automation of workflow to streamline business processes, provides robust document imaging capabilities and enables user-friendly electronic signatures functionality. The system supports the management of records with retention and disposition rules that are built to improve customer service and communication with effective and easy-to-use management tools.

Over the course of our 18 year history, AST has gained stature – in the eyes of both our customers and Oracle – as one of the most highly regarded Oracle systems integrators. We've built this reputation one customer at a time by consistently exceeding our clients' expectations in terms of our Oracle expertise, our ability to manage complex, global enterprise projects, delivering solutions that meet critical business challenges and accomplishing it all within desired timeframes and budget.

Our Fusion Middleware practice is an integral part of our success and associated growth. We have a mature and proven Fusion Middleware practice that is focused on Oracle Enterprise Content Management (ECM), Services-Oriented Architecture (SOA) and Identity Management (IDM) technologies. Using Oracle Middleware technologies, we have enabled our customers to quickly deploy enterprise infrastructure platforms that can be readily adapted for their future business needs. Our consultants have worked with high-profile Oracle clients such as McKesson, INDOT, Chicago Public Schools, and the City of Louisville, KY. Our team has architected and delivered Oracle Content solutions, guiding customers through the enhancement of internal operations resulting in improved customer service and communication.



Applications Software Technology Corporation

AST and Oracle will provide the State of Montana with the right platform and team to improve effectiveness with better data quality, reduce operation costs with efficient electronic management and delivery of information, and optimize the State's business processes for an efficient flow of information through repetitive processes.

If the State of Montana wishes to schedule a meeting for further explanation or demonstration, please contact:

Ms. Melissa Sider
Manager of Business Development
(630) 778-1180 X231
Email: msider@astcorporation.com

We are excited about this opportunity and look forward to working with the State of Montana on this important project.

Sincerely,

Anthony Catalano
Sr. Vice-President, Consulting Services
AST Corporation

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1. COMPANY QUALIFICATIONS

1.1 Company Background

Founded in 1995, Applications Software Technology (AST) Corporation is a privately-held company headquartered in Naperville, IL. Our mission is to ensure that our customers receive the highest level of expertise and personalized service for their system integration and ongoing support needs.

AST is an Oracle Platinum Partner Specialized in Oracle Enterprise Content Management, E-Business Suite Applications, Service Oriented Architecture, and Business Intelligence, and one of the most focused Fusion Middleware, Oracle EBS and BI/Hyperion system integrators in the Public Sector industry. We are an Oracle software reseller, certified Oracle Managed Cloud Services partner and Oracle University Training partner. AST has an excellent working relationship with Oracle that provides us with the insight into product directions and best practices as they relate to Oracle technology and applications.

Additionally, AST is recognized as:

- A Specialized Platinum Partner in all functional areas of the Oracle E-Business Suite:
 - Oracle Enterprise Content Management
 - Oracle Service Oriented Architecture
 - E-Business Suite Financial Management
 - E-Business Suite Supply Chain Management
 - E-Business Suite Human Capital Management
 - Oracle Business Intelligence Foundation
 - Oracle Business Intelligence Applications
- An Oracle Managed Cloud Services (Hosting) Partner
- A Member of Oracle's Midsize Business Advisory Council, that provides product development and integration guidance to Oracle Development
- The Sponsor of Public Sector Industry forums like the Airport E-Business Roundtable (AERO), Texas E-Government Applications Members (TEAM) among others
- A founding Member of the Oracle Applications Users Group
- An Oracle University Certified Training Partner
- A Regular presenter and panel expert at OAUG Collaborate, Oracle OpenWorld, and regional user group conferences



Since 1995, AST Corporation (AST) has been consistently delivering consulting services to Public Sector organizations throughout the Country. In fact, approximately 80% of our engagements have been for public sector organizations mainly for State and Local Government agencies. We are Oracle's Go-To Partner in the Public Sector, and we've cemented this reputation with **Oracle Partner of the Year for Public Sector solutions** recognition in 2009, 2011, and 2013.



1.1.1 Our Middleware Practice

Our Fusion Middleware practice is focused on Oracle technologies that enable our customers to gain significant competitive advantage by:

- Efficiently managing enterprise content while contributing to a greener planet
- Achieving better service levels by automating key business processes
- Managing the end-to-end lifecycle of user identities across all enterprise resources and providing granular protection
- Improving organizational agility by decoupling systems from traditional integration and establishing a services-based systems integration model

Using Oracle Middleware technologies, we have enabled our customers to quickly deploy enterprise infrastructure platforms that can be readily adapted for their future business needs, including the next generation cloud computing environment.

AST's singular focus on Oracle Technology combined with our Oracle Platinum Partner status gives us unique access to Oracle's support and development divisions for product insight that can be leveraged for our customer's benefit. As a member of Oracle's Midsize Business Advisory Council, AST is able to provide product development and integration guidance to Oracle Development. As a result of this access, AST has played an integral role in the evolution of Oracle's Enterprise Content Management solution - WebCenter Content Platform.

The AST team has extensive experience using Oracle technology to integrate diverse systems within complex private and public sector environments throughout the U.S. Our consultants have implemented Oracle middleware technologies and other Content Management products for a diverse group of clients including:

- LA Metro
- LA Metropolitan Water District
- PACE Suburban Bus
- Zebra Technologies
- Argonne National Laboratory, IL
- College of American Pathologist
- City of Minneapolis, MN

1.1.2 Our Consulting Services

AST Corporation is broadly organized into delivery services, systems support, business development, and administration groups. We are structured primarily to address the unique aspects of full service Oracle solution delivery needs. In addition to our Middleware Practice, our company is broken down into the following practice areas:

- **Enterprise Resource Planning Services:** Providing specialized Oracle E-Business Suite services was the premise for AST's establishment in 1995; and we remain true to this founding vision to this day. Our track record of consistent, high quality delivery of Oracle EBS projects has earned us the accolades like Oracle Titan Award, Oracle Platinum Partner, Oracle Specialized Partner, Oracle Pillar Partner and most recently - Inc. Magazine's Best Places to Work award. A large percentage of repeat business and a 100% reference-able client base is the best evidence of the quality of service that we provide and customer-centric approach we take.
- **Business Intelligence and Enterprise Performance Management Services:** AST is an Oracle Business Intelligence (BI) and Hyperion Enterprise Performance Management



(EPM) Pillar Partner. We have teamed highly experienced functional and technical consultants offering a blend of experience with Hyperion Planning, Public Sector Planning and Budgeting, Essbase, Hyperion Data Relationship Management and Oracle Business Intelligence Applications and technologies.

- **Oracle Managed Services:** As an Oracle Platinum Partner and Oracle Managed Cloud Services hosting partner we have access to Oracle support, development and partner channels that are required to keep your Oracle systems running smoothly and without worries.
- **Education Services:** AST has been a premium Oracle University Education partner since 2004. One of the leading advantages as an Oracle University Partner is our real world application knowledge and our long and close relationship with Oracle. We can manage your training programs and assist in developing your training plan and change management initiatives.

1.2 Similar Projects

As stated above, our Fusion Middleware practice is an integral part of our success and associated growth. This mature and proven practice is focused on Oracle Enterprise Content Management, Services-Oriented Architecture and Identity Management technologies. We have enabled our customers to quickly deploy enterprise infrastructure platforms that can be readily adapted for their future business needs. Our consultants have guided many customers through the enhancement of internal operations with the migration to the new Oracle WebCenter Content 11g platform delivering increased accountability and transparency for improved customer service and communication.

AST is proud to have supported many of Oracle's public sector clients in a wide array of software technologies, including many Municipal Governments. Our proposed team has an in-depth understanding of the fiscal and regulatory challenges Public Sector organizations face on a daily basis. We are currently running software projects at the City of Chicago, Hillsborough County and Dallas County. Enterprise Content Management projects have become more frequent in the public sector over the last 18 months, and this market continues to grow as these entities focus on increasing public access to information. We are currently implementing Oracle Enterprise Content Management solutions for the Metropolitan Water District of Southern California and LA Metro.

1.3 Customer References

1.3.1 Oracle Software References

Oracle Corporation has over 400,000 customers in more than 145 countries around the world. They are dedicated to unleashing innovation by simplifying Information Technology. Oracle is engineering hardware and software to work together—in the cloud and in the data center. The ultimate goal is to accelerate innovation and create added value for every customer.

The Oracle WebCenter Content product provides organizations with a unified repository to house unstructured content, and deliver it to business users in the proper format, and within context of familiar applications to fit the way they work. Forward-looking organizations are moving towards standardizing on a single, scalable content management platform. This enables them to reduce costs



by simplifying their ECM infrastructure, reusing customizations and processes, and concentrating skill sets. Additionally, with a single platform for all unstructured content, IT organizations can ensure a consistent approach to up-time and service level agreements, backup and recovery, records and retention policies, security policies, and patches and upgrades.

Following is a sample of Oracle’s numerous WebCenter Content clients and testimonials attesting to the quality of the solution:

- [Organization of American States, Washington, D.C.](#) (Oracle Case Study)
- [Social Insurance Institute Albania, Tirana, Albania](#) (Oracle Case Study)
- [Development Dimensions International, Pittsburgh, PA](#) (Oracle Case Study)
- [Victoria University](#) (Video Testimonial)

"Oracle's content management solution enables us to streamline the process of managing and optimizing business-critical documents. As a result, we have significantly improved day-to-day business operations." **Michael Herbert, Vice President of Finance and Treasurer, Delta Dental of Kansas**

"The ease of routing invoices for approval and payment further accelerates the process-enabling us to pay invoices within approximately seven to 10 days, instead of our previous 30-day average." **Robert Lieberman, Senior Vice President and Chief Information Officer, Centro Properties Group**

In addition to these testimonials, Gartner, Inc. has named Oracle a Leader in its latest “Magic Quadrant for Web Content Management.” Gartner’s Magic Quadrants position vendors based on their completeness of vision and their ability to execute on that vision. Click [here](#) for more information.

1.3.2 AST References

For 18 years, AST has developed a reputation as THE Public Sector “go-to” partner for Oracle applications implementations. This reputation has been built on a proven track record of success in completing all projects on-time, on-budget, and to the complete satisfaction of our clients. Our clients have always found AST to be especially responsive and adaptable. We understand that not everything can be anticipated at the onset of any project and that our client's internal priorities and constraints will most likely shift during a long engagement, especially within Public Sector organizations. AST takes great care in highlighting these potential problem areas to our clients so that together we can be better-prepared to deal effectively with whatever arises.

Our diverse implementation history of helping clients overcome their challenges and capitalize on the opportunities presented by Oracle Applications has resulted in a 100% success rate of our projects throughout our history. We have never had a project fail or be terminated, and our entire client base is reference-able.

Reference 1	
Organization	LA County Metro Rail (LA Metro), CA
Contact Name	Norm Haddock
Address	One Gateway Plaza Los Angeles, CA, 90012



Phone	213-922-4549
Email	haddockn@metro.net
Implementation Date	Project is scheduled to go live December 2013
Description of components implemented	Accounts Payable Automation and E-business Suite Integration

Reference 2	
Organization	College of American Pathologists, IL
Contact Name	Shannon Hoekstra
Address	325 Waukegan Road Northfield, IL, 60093
Phone	847-832-7816
Email	shoekst@cap.org
Implementation Date	9/2011-10/2013, including ongoing support
Description of components implemented	AST served as the Prime Contractor in a complex implementation of Oracle WebCenter and Identity Management suite of applications.

2. SOLUTION OVERVIEW

AST Corporation is pleased to propose Oracle WebCenter Content to meet the State of Montana's goal of establishing an ECM infrastructure that adopts an enterprise-wide strategy for addressing current and anticipated future content needs. In developing our response, we have packaged the leading Enterprise Content Management system software with a highly experienced team of Oracle Middleware Technology experts. We have the ability to create a comprehensive, multi-phased project plan to provide the State of Montana with an ideal solution that targets all requirements and provides industry-leading performance, scalability, security and complete integration to the State's current applications environment. Our Oracle-based solution is a package of products and services which are designed to work and complement each other while providing the best combination of features for each specific task and function the State of Montana desires to support.

The State of Montana's requirements (as gathered to-date) dictate a solution that can provide enterprise-wide content management solutions and functions across multiple divisions and agencies whether in centralized or remote locations. The system must be sufficiently comprehensive to address each of the functional areas' business requirements while still remaining flexible enough to support the individual needs of the centralized location and any field stations. The proposed solution should integrate seamlessly with a variety of existing applications across the organization including current desktop tools.

Additionally, the solution must be robust enough to support the volumes of unstructured content the State of Montana creates and consumes on a daily basis. The ECM system should have the ability to support all types and formats of unstructured information including scanning, electronic document management, fax documents, emails, and more. This includes the processing and tracking of licensing, claims, inspections and permits, to name a few.

In addition to providing for the submission and management of these documents, the system must also provide a method for life cycle retention and management including, but not limited to, a formal records management program.

Finally, the system should be user-friendly in order to support both advanced and non-technical users alike, providing equal opportunity and extended access to State information for the general public, partners and individuals as required. We are proposing a solution that will be hosted by the State of Montana and, therefore, integrate with the existing security infrastructure and other network and hardware standards.

2.1 Oracle WebCenter (Enterprise Content Management) Overview

Our proposed solution, Oracle WebCenter Content, provides the most complete, open, and unified Enterprise Content Management (ECM) platform that will integrate seamlessly with the State of Montana's technology stack. Oracle WebCenter Content will help the State of Montana manage its entire content lifecycle from creation or receipt to revision, retention and disposition. By better managing content as a strategic asset and integrating content into all the State of Montana enterprise applications and business processes, Oracle will help the State of Montana reduce costs, gain efficiencies, reduce risk, accelerate e-government programs and enable a "green environment," all while demonstrating a significant return on investment.



Oracle WebCenter delivers industry-leading performance, integration and scalability that is ideally suited for complex Public Sector organizations like the State. The solution is **simple** - enabling easy integrations with the existing enterprise applications; **smart** - providing advanced capabilities and policy management; and **scalable** - with an extremely high performance, flexible foundation that can easily ingest billions of items, support millions of users and grow with the State of Montana's divisions over time.

The table below highlights some of the key features of the Oracle WebCenter Content.

Comprehensive and complete ECM solution	Oracle WebCenter Content is an end-to-end solution providing everything from document capture, imaging, records management, digital asset management, and web content management all on a unified content repository. One application and one repository manage all content which can be leveraged throughout the organization with centralized administration, access, security, and monitoring.
Integrated to fit the way users work	Oracle WebCenter Content introduces the next generation of desktop integration. With extensible and open web content management and certified desktop application integrations, Oracle is changing the way people work with content management solutions. Rather than content management serving as a destination users go to get contact, Oracle WebCenter brings the content directly to the users allowing them to have seamless access where and when they need to work on or with documents saved in the repository.
Extreme Performance, Extreme Scalability	Oracle WebCenter Content dispels the myth that organizations need to choose between ECM infrastructures that are capable of high-volume ingestion vs. high-volume output. By taking advantage of Oracle Fusion Middleware infrastructure, application grid scale capability, and new hardware capabilities, the State can have a modest hardware footprint capable of handling millions of incoming and outgoing documents per day.

Oracle WebCenter Content will deliver a broad range of integrated, platform-independent solutions that can help the State of Montana to become a greener, leaner organization. Based on service-oriented architecture, Oracle WebCenter Content is designed to integrate seamlessly not only with the State of Montana's existing Microsoft Office applications, but with other third party applications and other future IT initiatives. Oracle WebCenter Content can be used to automate and streamline cumbersome manual processes, as well as pull data from existing systems into one centralized repository. By allowing the State of Montana to create and manage enterprise-wide standardized information management processes, Oracle will allow the State of Montana agencies, offices, and commissions to:

- Promote collaboration and information sharing
- Increase efficiency and productivity
- Reduce paper, pollution and energy
- Cut document storage and shipping costs
- Better serve citizens, businesses, and government partners alike



2.1.1 Your Implementation Partner Makes All the Difference

A successful transition to a sophisticated, modern, and high performance ECM system for a complex organization such as the State of Montana requires the following:

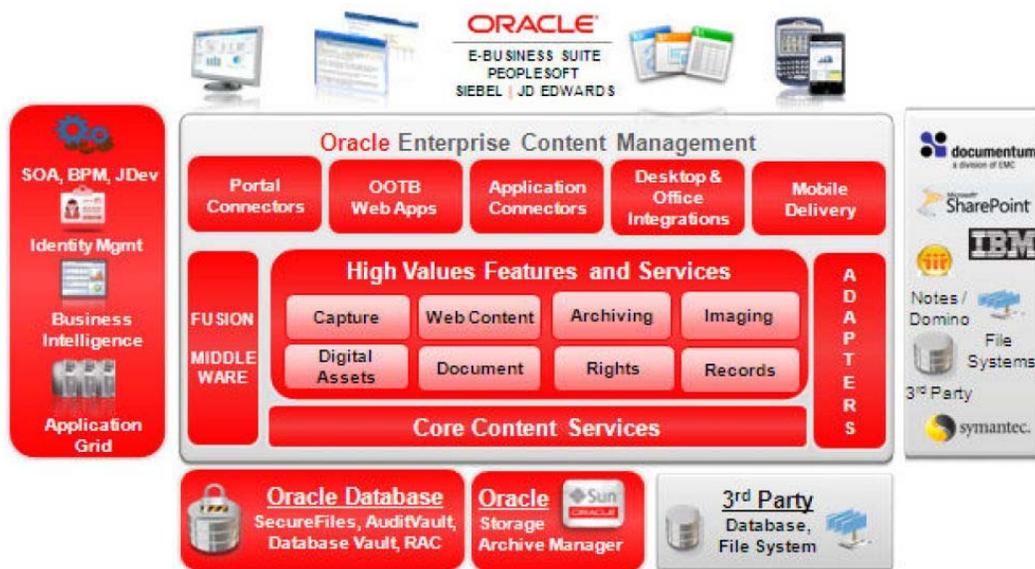
- A skilled and experienced implementer with expertise and experience in the ECM system being implemented
- A partner with a well-earned reputation for managing large-scale projects to on-time, on-budget completion
- A vendor who understands the Public Sector including the business processes and nuances of the industry
- An experienced team who has a well-established reputation as a premier Oracle partner for other Public Sector organizations
- A partner that is fully committed to the customer's success; has a proven track record and resources to be successful

Research on ECM implementations regularly illustrates the vastly different levels of success that different customers in the same industry derive from the implementation of the same software. Though there are a variety of reasons why some customers do not manage to get the full benefit from their effort and investment in the latest ECM software, we firmly believe that it is the implementation team that makes the single most important difference in making the project and customers successful in this complex endeavor.

The AST team approaches Oracle technologies projects from our customer's viewpoint, considering their business needs and issues first to give the best and most complete perspective in offerings and solutions. AST Corporation is an Oracle Platinum Partner, ensuring our clients the highest level of expertise and certification with the latest Oracle Technologies. We foster relationships with our clients to complement their strengths and natural business insights, resulting in an effective and trouble-free project execution. We have earned our reputation as the Public Sector's preferred Oracle partner because of our 100% record of on-time, on-budget performance and the outstanding credentials and expertise of our consultants. We have served as a valued information technology partner for many Public Sector organizations over the life of the company.

2.2 Architecture

We propose the implementation of Oracle WebCenter Content, the industry's most integrated and complete content management platform, along with a set of value added services to address each of the functional areas and modules as required by the State of Montana. Oracle WebCenter Content is designed to handle the entire spectrum of structured and unstructured content, reducing deployment and administration costs while increasing individual and team productivity. The Oracle WebCenter solution is built on a unified platform that is pre-integrated with Oracle Hardware, Database, Fusion Middleware and Applications. Because the solution is based on multiple open standards it is also certified to work with other current and future non-Oracle technologies at the State of Montana as shown in the figure below.



The foundation for Oracle Content Management is a central metadata repository where all content, regardless of type, is available for management and reuse. Once in the central repository, all content, including unstructured documents, tax returns, claims forms, audit packets, spreadsheets, e-mails, contracts, images, videos, computer-aided design drawings, or other digital assets, can be accessed through core services that will enable the State of Montana to categorize and index information for easy retrieval and create automatic workflow processes that meet the State of Montana's needs. Users of the web-based repository have appropriate control of information and can add users when necessary during each phase of content management including creation, capture, and storage. The solution's toolkit of services makes additional features available, such as version control, a search index, metadata models, and security. Finally, services can be added to help distribute, publish, classify, retain, expire, and delete content.

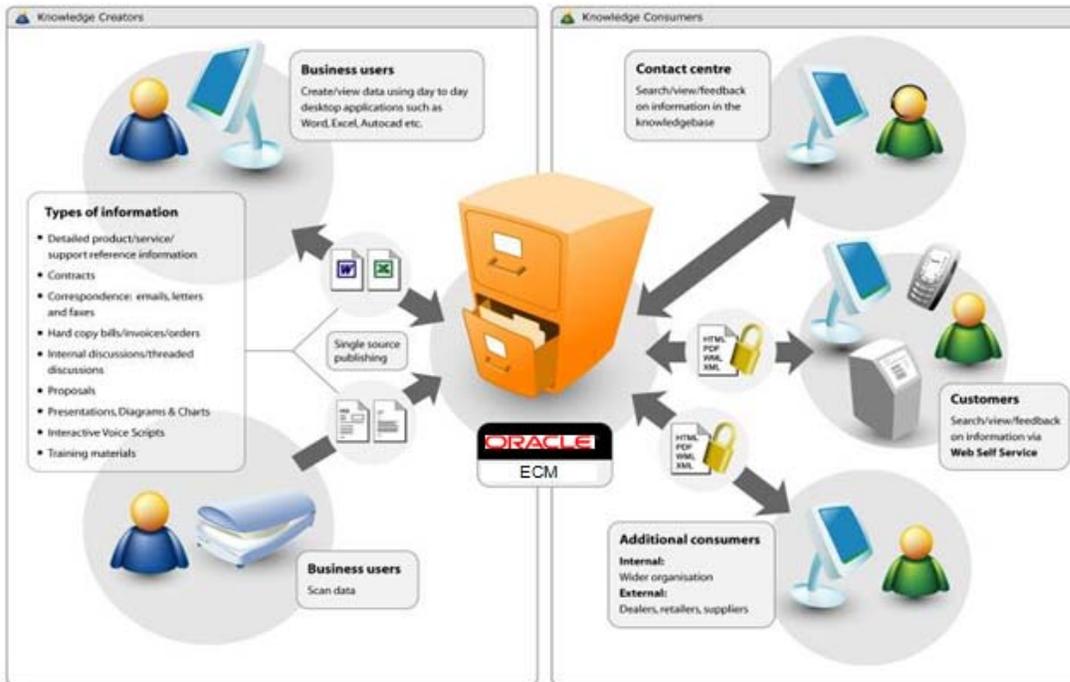
Our proposed software solution is a highly reliable and extendable solution based on cutting edge Oracle Software products, including:

- Oracle Database Enterprise Edition
- Oracle WebCenter Content
- Oracle WebCenter Forms Recognition
- Oracle WebCenter Enterprise Capture
- Oracle SOA Suite (Limited Use License)
- Oracle WebLogic Server 11g Standard Edition (Limited Use License)

This Oracle solution provides a comprehensive set of services for both content contributors as well as content consumers providing a single source of truth for all content. The product may be deployed either in a centralized or distributed fashion, yet provides a consistent way of tracking information, managing the user's and organizational relationship to that information, and ensuring that information is available across multiple types of users, formats, network architectures, and even devices.



Oracle WebCenter Overview



The proposed Oracle WebCenter tools will comprehensively address business requirements, industry trends, and best practices in each of the following key areas identified by the State of Montana:

- ✓ **Knowledge Base:** Oracle WebCenter Content provides a unified application for delivering document management, Web content management, digital asset management and records and retention management. The suite of products offers a flexible, robust and scalable content management solution that allows employees, customers and partners to collaborate, contribute and access business content anywhere worldwide. Oracle helps companies maximize the value of their information and intellectual assets by bringing content such as spreadsheets, contracts, marketing materials, CAD drawings, digital assets, records and catalogs, to the Web where it can be efficiently managed. As such, Oracle WebCenter provides a complete knowledge management tool that can handle any electronic content your organization produces.
- ✓ **Citizen Access (self-service):** Oracle WebCenter Content's web-based approach and built-in Web content management functionality provide organizations with the ability to build citizen-centric content driven interfaces. This means citizens can be given the ability to search for, find, and view content assets on their own, without the need to rely on internal staff to find content for them. In the public sector, where transparency and citizen self-service are more and more important every day, Oracle WebCenter can deliver the functionality necessary to allow your citizens to get the information they need when they need it.

Oracle's WebCenter Content solution is also one of a very few integrated solutions to also provide integrated security features allowing the State of Montana to deploy secured access



areas from within a public web site for which users are only allowed to see and find content to which they've been explicitly granted access. Other features such as Subscriptions (the ability to subscribe to page content), the ability to support RSS feeds, and the ability to output content to browsers across mobile and traditional browsers from a single source of content are also examples of Oracle's unique solution for empowering Citizen Access.

- ✓ **Indexing, Search, and Metadata:** Oracle WebCenter provides an out of the box full-text search engine. The search engine allows users to search both full-text information (the text inside the actual content) as well as via metadata (the stuff we know about the content, such as the author, the title, the date it was submitted, etc.). When content is checked into the ECM repository, it is indexed. These indexes are stored in the database and in the search engine repository so that they can be used for searches. In addition, when the content is checked in, the search engine performs a full text index on the content so that users can search for content even if they don't know any of the metadata information.

Metadata in the system is managed through an easy to use Java applet interface. You may create and manage any number of metadata fields as your enterprise needs without performing any programming tasks.

In addition to the ease of metadata management, Oracle WebCenter allows you to create "Content Profiles." These profiles enable you to design and deliver configurable search screens for your users so that they can search for types of content based on the metadata that matters for said content. In other words, users will not be bombarded with a laundry list of metadata fields they need to sort out. Rather, when a user is searching for a particular kind of document, like a contract, they will only see contract-related search fields.

- ✓ **Electronic Document Management:** The foundation of Oracle WebCenter Content begins with Content Server, a Web-based central repository where all content, regardless of content type, is stored for management, reuse and access. While stored in the repository, all types of content, ranging from email, discussions, documents, reports, spreadsheets and records to images, multimedia or other digital formats, receive the same set of fundamental core services. These core services include: Check-in/check-out functionality and subscription capabilities; comprehensive role-based, account-based, rule-based, and content-level security models; automatic conversion to over 400 "consumption"-friendly file formats; highly flexible and customizable workflow; categorized content; dynamic personalization; robust index and search capabilities; complete link management; and administration services such as archiving and removal, configuration migration, audit trails, system reports, and back-up and recovery capabilities.
- ✓ **Capture and Imaging of paper documents:** Oracle WebCenter Content, combined with Oracle WebCenter Enterprise Capture, allows you to capture scanned content assets and store them in the ECM repository. Enterprise Capture provides the front-end software solution that performs indexing data off of paper as it is scanned, validation software to validate the indexed values and provide additional metadata as required, and then commits the content assets (scanned TIF or PDF images) into the repository where they enjoy the full range of Oracle WebCenter features, such as workflow, search, security, and library services.
- ✓ **Collaboration, Version Control, Approvals, and Workflow:** Collaboration, version control, and workflow (approvals) are all out of the box features of Oracle WebCenter. Collaboration allows users to work on content and know that it won't be overwritten by



another user due to the library services in the WebCenter system. Users can use the publishing software's built-in markup tools, such as MS Word's "track changes" feature, and Oracle WebCenter will normalize these markups at check-in so that the published content asset is viewed as a final product.

Oracle WebCenter supports both major and minor revisions out of the box. All content assets checked in to the system are given a version history. Versions of the content are kept based on the retention rules you put into place when you configure the system. You may keep some, none, or all of the versions depending on your needs. When a user wishes to go back and view a previous version, the content asset's document history page gives them an easy link to use to see the revisions and pick the one they wish to view.

Oracle WebCenter provides a workflow engine out of the box. This workflow engine is administered through a Java based Web applet, and allows users to create and manage approval/rejection based workflows on content. The workflow engine works off of a criteria-based workflow engine, where criteria are equal to any metadata value that you choose. Thus, any metadata field and value can be used to drive a workflow. For example, all content authored by a particular user could go through a workflow, or all content that matches a document type of "Refund." The workflow engine is highly configurable, so that you can create simple, easy workflows or highly sophisticated workflows with elements such as timed escalations, jumps, and parallel processing.

- ✓ **Digital Asset Management (unstructured data and multimedia):** Oracle Digital Asset Management (included with WebCenter Content) enables organizations to quickly and easily access, manage, share, optimize and re-use corporate digital assets, such as training videos, conference call recordings, movie trailers, commercials, depositions and corporate branding graphics and images. Your solution starts with a core Oracle Content Server, which provides search, security, workflow and revision control for all types of content. You can then extend that solution with multiple third party options for converting digital, audio, and image content based on your specific needs. Note some of these may require additional fees. Oracle Digital Asset Management is built upon the core Oracle server foundation, providing additional functionality specific to image transformations, formatting and compression, enhanced audio and video streaming, and automatic thumbnail generation.
- ✓ **Email Archiving:** Oracle WebCenter provides the ability for users to manage their e-mail as content assets directly from their Outlook or Lotus e-mail clients. Users can interact directly with the Oracle WebCenter repository via WebDAV folders in their e-mail client, and can drag and drop e-mails and attachments into these folders for check-in to the repository. In addition, the Oracle WebCenter integration with these e-mail clients allows you to check-in e-mails as you would any other piece of content, using a metadata check-in form. The system allows many configuration options, including deciding whether or not e-mails checked into the repository should remain in the user's inbox or be removed.
- ✓ **Fax Capture and Distribution:** Oracle WebCenter Enterprise Capture allows user to capture incoming Faxes. These are handled much like scanned images, without the requirement for a user to place a piece of paper on a scanner tray. The system will automatically pick up incoming faxes and send them off to the Oracle WebCenter Capture servers for validation and commitment into the ECM repository. There, they can be distributed as desired using the WebCenter Content workflow engine and subscription services.



- ✓ **Records Management Policies including Retention and Disposing of content:** The solution offers a common user and administration experience for records and retention and content management. The ability to create and administer documents, records and Web content within one application via a single user interface simplifies the administration experience, eliminates costs related to training and integration with third-party products and repositories, and lowers the total cost of ownership. Organizations can manage records along with the rest of their enterprise content or deploy a stand-alone records management solution.
- ✓ **Audit, Compliance, e-Discovery:** The records management capabilities of Oracle WebCenter provide robust functionality for compliance with statutory, regulatory, and operational mandates and guidelines.
- ✓ **Securing sensitive information and regulatory requirements:** Utilizing the many built-in features of Oracle WebCenter will allow the State of Montana to secure the sensitive information and meet the State of Montana regulatory requirements. Oracle WebCenter's built-in role-based security, configurable metadata and taxonomy engine, and retention and records policy engine provide robust security for sensitive information.

2.2.1 Oracle WebCenter Content Mobile

With Oracle WebCenter Content on your mobile device, you can work securely where and how you want. Oracle now offers Oracle WebCenter Content Mobile apps on iPads, iPhones, and Android phones.

With Oracle WebCenter Content on your iPad or iPhone, you have access to all your documents no matter where you are. You can review the contract and send notes to your colleague stuck in traffic so you are both better prepared when you get to the meeting. Alternately, download images, text and layouts to review even when you don't have a network connection.

Here are some tasks that may increase productivity:

- Access files stored on an Oracle WebCenter Content server
- Search for files on the server and filter the results to find exactly what you need
- View a file on your device
- View information about a file or folder
- Download a copy of a file and store it on your device
- Create a link to a file which can then be shared with others
- Email a copy of a file as an attachment

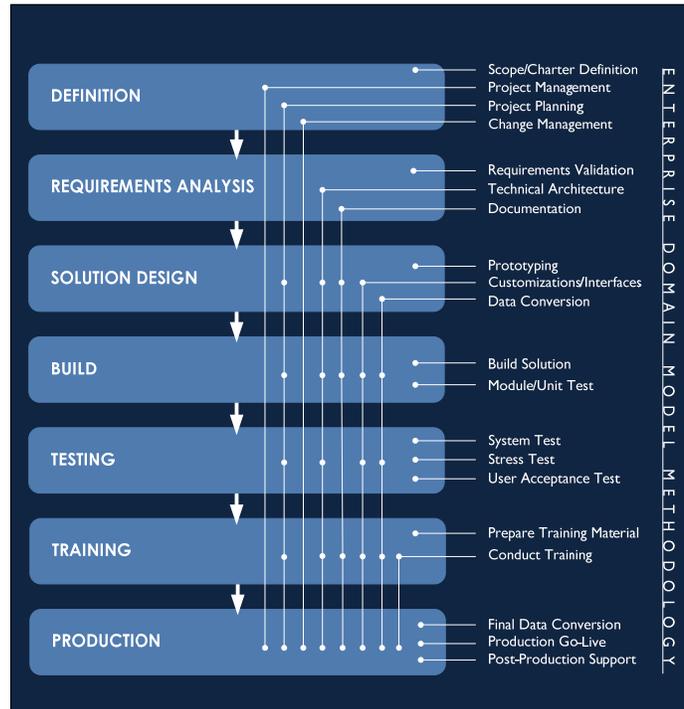
2.3 Project Management

The use of a proven methodology with measurable milestones and quality deliverables is the key to administering the ECMS project for success. AST Corporation proposes to use its proprietary EDM (Enterprise Domain Model) Methodology – with all of its tools, templates, and a repository of helpful and innovative solutions. EDM is our specialized methodology geared toward Oracle Enterprise Content Management implementations and contains Oracle Enterprise Content Management-specific phases, deliverables, templates, sizing spreadsheets and scripts.



2.3.1 EDM Overview

AST’s EDM Implementation Methodology provides a comprehensive process, with standard methods, controls, oversight, and guidelines to ensure that all of our clients’ projects and programs are conducted in a disciplined, proven, well-managed, and consistent manner. Use of our proven methodology, anchored in PMI standards, and personalized for Oracle-specific solutions, provides the State an overall template-driven method to achieve success in reaching all of the State’s defined project goals. Measurable milestones and governance structures are keys to administering the program for success. AST’s Project Management Office (PMO) constantly assesses the program’s progress and monitors critical paths to determine the best way to meet the overall project objectives and to effectively administer day-to-day tasks.



EDM is a thorough approach to driving software implementation projects to on-time delivery. EDM is ideally suited for the State’s specific requirements, and AST analysts will tailor the EDM deliverables to meet the State’s objectives. As part of our comprehensive approach to the State’s Electronic Content Management System (ECMS) project implementation, AST can design and implement a comprehensive, enterprise-wide organizational training and change management program that will initially build awareness and then acceptance of the changes resulting from the implementation of Oracle ECM applications. As a key component of the Change Management Strategy and Plan, we design and implement a comprehensive communication plan to provide timely and relevant project information to all project stakeholders.

2.4 Data Migration

Planning is the key to successfully migrating content to Oracle Content Server. Understanding why a particular type of content is being ingested and how each agency or department uses content is critical to properly converting and cataloging content. Each agency or department has very specific needs surrounding their content and associated processes, and the AST Team are experts at analyzing and understanding customer needs and architecting unique solutions for each area’s requirements. Once each agency or department’s needs are understood, the AST team will provide the State with a list of index values that properly catalog each area’s content needs. Our assumption is that the State can export content to a shared folder from FileNet and provide database access to the AST team in order to extract the necessary index values from the FileNet database. With this information, AST can properly convert the existing content and associate the proper index values to each agency or department’s content in order to provide the best possible result from the data migration.



The AST Project Team, in collaboration with the State Project Team, will assess any functional entities that are essential to provide solutions on implementing the new ECM system. The existing legacy data that needs to be converted will be further assessed, as well as their respective functional entities.

Automated processes, manual data entry and/or screen automation tools can be used to convert the legacy data. The AST Team will determine which data migration methods to follow to convert the legacy data into the Oracle Applications Database. AST will, as far as possible, have the same methodology for data migration from all the sources for each element so that the efforts of data migration are minimized. In cases where the same methodology is not possible, AST will choose the methodology which will be effective and with the least amount of effort.

2.4.1 Legacy File Migration

WebCenter offers several options for the migration of legacy ECM files into the Content Server repository. These include Batch Loader (an administrative tool), the Desktop WebDAV Integration, and other scripting tools. The Desktop Integration with Microsoft Explorer, in particular, allows the dragging-and-dropping of legacy files into preconfigured folders that automatically assign the folder and other critical metadata.

In addition, several tools are available for archiving and migrating information from and to a Content Server instance. Each tool serves a different purpose and most can be used together.

- Configuration Migration Utility component: Use to select elements of your Content Server instance to migrate to another instance. This component supports Contribution Folders (also called virtual folders or Folders_g after the name of the component), but does not support the FrameworkFolders component (the replacement for Contribution Folders).
- Archiver: A Java applet for transferring and reorganizing Content Server files and information. You can use the Archiver with the Configuration Migration Utility to migrate a complete Content Server instance, including content, from one system to another. Supports Contribution Folders for moving content, but supports migrating only tables for Folders.
- Folder Archiving: Use to migrate the Contribution Folders structure of your Content Server instance from one location to another.
- Folder Structure Archive component: Use to copy the Contribution Folders structure (and its content) and create an exact copy on another computer. It ensures that the folder copies and respective contents remain synchronized across different systems.
- Archiver Replication Exceptions component: Use to prevent failed imports from stopping replication.
- Folders Migration: Use to migrate metadata from a Folders_g hierarchy to a Folders hierarchy on a Content Server instance.

2.5 ECMS Specifications

AST's responses to the State's ECMS Specifications matrices are provided on the following pages.

Document Imaging Specifications		Out of the Box	Customization Required	3 rd Party Application	Comments
1.	Does the ECM provide imaging software to import basic scanned documents?	Yes	Because Oracle WebCenter offers great flexibility in its configuration options, many customer requirements are met by administrative configuration of the components. To determine whether the requirements exceed configuration options and therefore require customization, we would need an understanding of the specific requirements of the State of Montana. When customization is required, the system incorporates customizations in a way that continues to accommodate later upgrades.	No	<p>WebCenter Capture and Imaging, as part of Oracle WebCenter Content, is an enterprise-class imaging platform, bringing together intelligent document extraction, a robust content and business process management infrastructure, and productized, standards-based integrations with Oracle's business applications.</p> <p>Oracle Capture provides the front-end software solution that performs indexing data off of paper as it is scanned, validation software to validate the indexed values and provide additional metadata as required, and then commits the content assets (scanned TIF or PDF images) into the repository where they enjoy the full range of Oracle WebCenter features, such as workflow, search, security, and library services.</p>
2.	Does the ECM support the following imaging capabilities:				
	Optical Character Recognition (OCR)	Yes		No	WebCenter Capture offers Intelligent document classification and data extraction using OCR to intelligently locate and extract data. In addition, extraction can be performed based on a document Learnset, leveraging



					fuzzy logic rather than creating fixed OCR templates.
	Intelligent Character Recognition (ICR)	Yes		No	WebCenter Capture uses intelligent OCR to locate and extract data. It does not extract handwritten information, but it does enable the user to add or correct handwritten data using image viewers in a web-based interface.
	Optical Mark Recognition (OMR)	Yes		No	
	Optical Bar Code Reader (OBR)	Yes		No	
	Mobile Capture – smart phones and other mobile devices	Yes		No	
3.	Is the system compatible with Multi-functional Devices (MFDs) i.e. copiers, mobile device capture, fax server, email, and file import?	Yes		No	The system is compatible not only with high-efficiency enterprise scanners but also with multi-functional devices, mobile device capture, fax servers, email, and file import.
4.	Does the system have the capability to do batch scanning and indexing?	Yes		No	A WebCenter Capture client user can scan and index batches of documents in the size of batch preferred by the organization. Each batch can consist of one or more images produced by a scanner or imported from a file source. Capture also provides the interface for indexing documents, classifying them and extracting important metadata values that can be verified or edited.
5.	Does the system provide the ability to capture index information from scanning/capture software?	Yes		No	Index information can be manually entered, derived from barcodes, or extracted by the system. In addition, profiles can be created that automatically assign default index information.
Content Management Specifications		Out of the Box	Customization Required	3rd Party Application	Comments
1.	What kind of navigational capabilities does your solution support:				
	<ul style="list-style-type: none"> • Folders (similar to MS Windows Explorer) 	Yes		No	Framework Folders provide an optional navigational capability in WebCenter Content.
	<ul style="list-style-type: none"> • Key word search 	Yes		No	Users may navigate by key word search within the text of a document or metadata values associated with a document.
	<ul style="list-style-type: none"> • Formal taxonomy using document types and classes 	Yes		No	The taxonomy that an organization implements is controlled by the needs and requirements of that organization.
	<ul style="list-style-type: none"> • All of the above 	Yes		No	



2.	Does your solution support remote access to the ECM system, i.e. for staff that work in the field and have the need to enter documents from the field?	Yes		No	Oracle WebCenter is a web-based application that allows authorized staff to scan and route documents from remote locations.
3.	Does your solution provide access to documents on a public-facing online system?	Yes		No	Oracle WebCenter Content's multisite content publishing solution provides the framework and tools to effectively manage and secure both internal and external web sites.
4.	Does the ECM support multiple naming and archiving processes?	Yes		No	
5.	Does the ECM fully integrate with Microsoft Office applications (Word, Excel, PowerPoint, etc.)?	Yes		No	The WebCenter Desktop client allows users to store, manage, and retrieve documents that are managed by WebCenter Content from within Word, Excel, PowerPoint, and Outlook. An easy-to-understand WebCenter ribbon is added to these applications. Users can also use drag and drop to check items into ECM using Explorer.
6.	Does the ECM fully integrate with Microsoft Exchange?	Yes		No	WebCenter Desktop enables storing of emails and their attachments into ECM using Microsoft Exchange.
7.	Does your solution support email archiving and management capabilities?	Yes		No	Oracle WebCenter provides the ability for users to manage their e-mail as content assets directly from their Outlook or Lotus e-mail clients. Users can interact directly with the Oracle WebCenter repository via WebDAV folders in their e-mail client, and can drag and drop e-mails and attachments into these folders for check-in to the repository. In addition, the Oracle WebCenter integration with these e-mail clients allows you to check-in e-mails as you would any other piece of content, using a metadata check-in form. The system allows many configuration options, including deciding whether or not e-mails checked into the repository should remain in the user's inbox or be removed.



8.	Does the ECM allow access to documents by an Apple iOS or Android device?	Yes		No	
9.	Does the ECM allow access to documents via web browser? If so, list the compatible browsers and versions in the Comments section.	Yes		No	<ul style="list-style-type: none"> • Microsoft Internet Explorer • Mozilla Firefox • Google Chrome • Safari <p>Note: Oracle's compatibility matrix for specific versions is maintained by Oracle in this document: http://www.oracle.com/technetwork/middleware/downloads/fmw-11gr1certmatrix.xls</p>
10.	How does the solution manage documents with a retention policy?	Yes		No	Oracle WebCenter Content enables both retention and disposition of records, allowing organizations to define, manage, and execute records and retention policies for all enterprise content from a single application. A central policy engine serves as the single source for all record schedules and retention policies, providing records managers with a single environment to control and manage information and set retention policies on everyday business content.
11.	Provide examples of reports that can be used to ensure retention policies are being adhered to.	Yes		No	<p><u>Retention Schedule Report</u>: provides the full detail on retention schedules in use in the system.</p> <p><u>Screening Report</u>: enables a user to isolate retention categories, folders, and content by their attributes. Screening enables the user to see the effect of the retention schedule on records.</p>
12.	Search Capabilities				
	<ul style="list-style-type: none"> • Will the system accommodate full text OCR to search for and retrieve 	Yes		No	Oracle WebCenter utilizes optical character recognition (OCR) to automatically capture key data fields by



	files?				intelligently locating the data within the document. It also performs full-text OCR to provide the ability for the user to search and retrieve files with the text or text strings within a document, even if they do not know specific metadata associated with a document.
	<ul style="list-style-type: none"> Does the ECM offer web-based and desktop client interface search and retrieval? 	Yes		No	Oracle WebCenter's search and retrieval allows search by data in metadata fields, full-text search, or location of files from a folder structure.
	<ul style="list-style-type: none"> Does the ECM accommodate "Full Text Indexing" (i.e. OCR) to search for and retrieve files? 	Yes		No	Oracle WebCenter does complete full text indexing of documents that it manages. This enables a user to quick search for a retrieve files based on the words or groups of words within them.
	<ul style="list-style-type: none"> Does the ECM allow users to configure custom searches that they commonly use? 	Yes		No	Users can save a frequently-used search for their own reuse or to share it with other users.
Automated Workflow Specifications		Out of the Box	Customization Required	3rd Party Application	Comments
1.	Does your ECMS support document-centric, author-review-approve automated workflow capabilities?	Yes		No	WebCenter offers open business process management (BPM) technologies for workflow and process monitoring. Out-of-the-box, configurable solution templates provide business-driven workflows to meet your organization's needs for enterprise workflows.
2.	Does your ECMS support workflow automation for processing:				
	<ul style="list-style-type: none"> E-forms for internal purposes 	Yes		No	
	<ul style="list-style-type: none"> E-forms for external customer purposes 	Yes		No	
	<ul style="list-style-type: none"> Work items (documents, reports, etc.) 	Yes		No	
	<ul style="list-style-type: none"> Automatic notifications and emails 	Yes		No	WebCenter supports robust workflows triggered by either



					content upload or metadata values on that content. Workflow participants are notified of necessary actions by automatic notifications and emails complete with the link to the necessary action. The workflow engine is highly configurable, so that you can create simple, easy workflows or highly sophisticated workflows with elements such as timed escalations, jumps, and parallel processing.
	<ul style="list-style-type: none"> Workflow status tracking 	Yes		No	Packaged monitoring workflow dashboards provide real-time insight into process activity at all states.
3.	Does the system allow users to perform workflow activities using a standard web browser such as Internet Explorer and Mozilla Firefox?	Yes		No	WebCenter supports robust workflows triggered by either content upload or metadata values on that content. Workflow participants are notified of necessary actions by automatic notifications and emails complete with the link to the necessary action. The workflow engine is highly configurable, so that you can create simple, easy workflows or highly sophisticated workflows with elements such as timed escalations, jumps, and parallel processing.
4.	Does workflow allow users to define conditions?	Yes		No	The workflow engine is highly configurable.
5.	Can workflow be automated for a specific document type and workflow template?	Yes		No	The workflow engine is highly configurable by document type for a specific workflow template.
6.	Does the workflow include E-signature capabilities?	Yes		No	Starting with Oracle WebCenter 11gR1 (11.1.1.6) native electronic signature capabilities are natively integrated in Oracle WebCenter.
Records Management Specification		Out of the Box	Customization Required	3rd Party Application	Comments
1.	Include the use of back end migration	Yes		No	Whether a record can be superseded or replaced is a



	to optical storage or similar technology that meets the State of Montana legislative compliance requirement for permanent records storage of documents. There should be assurance that records stored in the system cannot be altered.				setting within Records Management that is controlled by application administrators.
2.	Create, edit and manage a corporate "file plan" / records retention schedule, which contains information used to classify records.	Yes		No	Oracle WebCenter Content enables both retention and disposition of records, allowing organizations to define, manage, and execute records and retention policies for all enterprise content from a single application. A central policy engine serves as the single source for all record schedules and retention policies, providing records managers with a single environment to control and manage information and set retention policies on everyday business content.
3.	Create and manage the record folders (and folder volumes) that are available to help organize the file plan.	Yes		No	
4.	Configure the system to easily declare objects as records in native authoring tools and specify which object classes and properties to manage.	Yes		No	
5.	Create and manage records retention rules.	Yes		No	Oracle WebCenter Content: Records Management offers a scalable and flexible capability to systematically apply records and lifecycle management policy across your organization. It features a central policy engine that serves as the single source for all record schedules and retention policies, providing records managers with a single environment to control and manage records and non-records and set retention policies on everyday business content.



6.	Create and manage physical boxes, folders and records.	Yes		No	Oracle WebCenter Content does offer physical item management, as well as folder and records management.
7.	Search for categories, folders and records.	Yes		No	
8.	Place holds against record categories or search results.	Yes		No	
9.	Identify appropriate metadata for all formats and sources.	Yes		No	
10.	Manage various record image / formats in an integrated manner.	Yes		No	
11.	Maintain the relationships between records and files, between file series and the file plan.	Yes		No	
12.	Retrieve information for personal use or to comply with Freedom of Information Act / discovery requests.	Yes		No	
13.	Construct and manage audit trails and track system usage by department and user.	Yes		No	The WebCenter solution provides an out-of-the-box full, searchable audit trail. The audit trail records all actions, including document versioning, changes to user profiles, searches that are performed, metadata changes, workflow actions, dispositions that occur, and more. Users can search the audit trail against any of the pieces of information in the dispositions (file plan), user profile fields or content metadata fields. The audit report is then delivered in a version determined by the system configuration: PDF, XML, or CSV.
14.	Manage the integrity and reliability of records once they have been declared	Yes		No	



	as such.				
15.	Identify records that are due for disposal when their prescribed retention periods elapse, managing the disposal process.	Yes		No	
16.	Provide a seamless integration of the ERMS (providing the records management logic) with an ECMS,	Yes		No	
17.	Records Manager Application will be a 100% Web-browser based application.	Yes		No	
18.	Views file plans and retention and disposition policies.	Yes		No	
19.	Provide interface capabilities to existing systems that create electronic records, via an application program interface (API) to integrate properly with the proposed ECMS.	Yes		No	
20.	ERP integration: support enterprise resource planning (ERP) systems APIs.	Yes		No	
21.	Typical Reports: Including, but limited to, the following:				
	o Ready for Destruction report	Yes		No	<u>Screening Report</u> : enables a user to isolate retention categories, folders, and content by their attributes. Screening enables the user to see the effect of the retention schedule on records.
	o Future Disposition Schedules report	Yes		No	<u>Retention Schedule Report</u> : provides the full detail on retention schedules in use in the system.



22.	Maintain the relationships between records and files, between file series and the file plan.	Yes		No	
23.	Retrieve information to comply with Freedom of Information Act / discovery requests.	Yes		No	Users have full search capabilities, based on security permissions, to retrieve needed information.
24.	Associate the contextual and structural data within a document.	Yes		No	This is a basic function of any content management system.
25.	Construct and manage audit trails and track system usage by department and user.	Yes		No	Content Tracker and Content Tracker Reports, both optional components of Oracle WebCenter Content Server, are installed with Oracle WebCenter Content. When enabled, these components provide information about system usage, such as which content items are most frequently accessed and what content is most valuable to users or specific groups. You can customize these components to provide specific information about the consumption patterns of your organization's content.
26.	Manage the integrity and reliability of records once they have been declared as such.	Yes		No	Oracle WebCenter Content manages the integrity and reliability of all documents that it manages, including those identified as records.
27.	Identify records that are due for disposal when their prescribed retention periods elapse, managing the disposal process.	Yes		No	Using WebCenter Records Management capabilities, records that have met their destruction dates are automatically identified by the system disposition plans. No search for individual documents is required. The user may also use a Screening Report to see items that are approaching their due dates for disposal.
E-Form Specifications		Out of the Box	Customization Required	3rd Party Application	Comments
1.	Do your E-forms support the need to	Yes		No	



	retain the look and feel of paper forms?				
2.	Do your E-forms support E-signatures?	Yes		No	Starting with Oracle WebCenter 11gR1 (11.1.1.6) native electronic signature capabilities are natively integrated in Oracle WebCenter.
3.	Does your solution support public-facing E-forms that can be filled out and submitted on line?	Yes		No	

3. SOFTWARE MODULES

Given the State’s current requirements, our proposed solution for The Montana Department of Administration - State Information Technology Services Division’s Enterprise Content Management System (ECMS) would be comprised of a combination of the following applications which are part of the Oracle WebCenter Content Suite. We believe our proposed Oracle WebCenter solution will provide the State an industry-leading enterprise class foundation for not only an enterprise content management system (ECMS) but also a services oriented architecture (SOA) and business process management (BPM) foundation that can be leveraged by the State into the future:

Module	Description
WebCenter Content includes:	
Document Management	Allows organizations to effectively capture all types of digital and paper-based content, efficiently store the content in a centralized system, control access permissions to the content, and preserve or dispose of the content based on your specific content lifecycle requirements. With Oracle WebCenter Content, you can effectively manage all types of content, regardless of format, location stored, or retention and archiving policies.
Capture and Imaging	<p>WebCenter Imaging is the most complete, integrated, and cost-effective imaging platform for end-to-end management of document images within enterprise business processes. It provides annotation and markup of images, automates routing and approvals, and a scalable repository supporting enterprise-wide applications. With Oracle WebCenter Imaging, organizations can quickly automate business processes.</p> <p>Embedded Oracle BPM Suite Workflow Engine: Oracle WebCenter Content 11g leverages Oracle Business Process Management (BPM) Suite for process automation. Oracle BPM Suite provides Oracle WebCenter Content with a standards-based tool for both the human workflow and system integration/process orchestration aspects of business process management.</p>
Records Management	Offers a scalable and flexible capability to systematically apply records and lifecycle management policy across your organization. A central policy engine serves as the single source for all record schedules and retention policies, providing records managers with a single environment to control and manage information and set retention policies on everyday business content.
Digital Asset Management	Oracle WebCenter Content’s digital asset management capability allows organizations to store, find, view, and use digital assets and rich media quickly and easily. Content, collateral, and individual asset items can be made available instantly in the appropriate formats for use on Web sites, in print materials, or in other programs. Assets can be protected and controlled through rich and configurable access control. Oracle’s digital asset management solution automates routine tasks, such as the process of creating multiple renditions, allowing you to effectively manage and



	appropriately use your rich media assets.
Web Content Management	Provides authoring, design, and presentation capabilities to multiple types of sites, portals and custom web applications. With 1 click, developers can bring WCM tooling directly into new Web applications they build or even existing Web applications. By replacing content in templates with a tag, organizations can simply take in the right amount of WCM that meets their needs all without having to rewrite the application or port it over to a new technology stack or framework.
Content Publishing	Oracle WebCenter Content's multisite content publishing solution provides the critical framework and necessary tools to effectively publish to and manage internal and external Web sites. It dramatically improves productivity and allows organizations to maintain accurate, timely, and current web content with consistent branding and presentation across all corporate sites. With Oracle WebCenter Content, you can centralize control of site architecture and presentation while distributing development and ongoing maintenance to the operational units.
Additional Components	
Oracle Database Enterprise Edition	Oracle Database (a relational database) provides the foundation on which the Oracle WebCenter platform is built.
WebCenter Forms Recognition	Oracle WebCenter Forms Recognition is a learning-based intelligent document recognition (IDR) solution that can recognize, categorize and extract information from any type of document. Oracle WebCenter Forms Recognition uses intelligence - not templates - to effectively locate, extract, and link data to back-end systems and processes, to provide the industry's highest level of document recognition and data extraction.
WebCenter Enterprise Capture	Oracle WebCenter is a Java-based cross-platform Enterprise Capture product which fully integrates with Oracle's imaging and enterprise content management solutions and a new Mobile Option to provide richer, optimized multi-channel user experiences out of the box. Enterprise Capture also includes updates across the entire Oracle WebCenter portfolio to empower the mobile workforce with new mobile apps, Bring Your Own Device (BYOD) support, and enhanced development tools for rapid deployment of mobile portals and websites. Also included are a range of tools designed to empower business users and remove the traditional line of business dependency on IT to shorten the time to market and reduce costs.
SOA Suite	Oracle's ECM Suite Offering comes with a limited use license of Oracle's SOA Suite which transforms complex legacy integration into agile and reusable service-based connectivity by simplifying and standardizing interactions between services and applications in the enterprise and in the cloud to speed time to market, respond faster to business requirements and reduce costs. Critical services, such as constituent, contractual, financial, project information and more that were previously only accessible within the packaged application user interfaces can now be rapidly accessed through the web, mobile enabled for smartphones and tablets
Business Process Management Suite	Oracle's ECM Suite Offering comes with a limited use license of Oracle's BPM Suite which simplifies achieving process management success with a business driven approach. It provides a unified process platform that brings together cross departmental applications to create end - to - end, efficient, and social business processes

4. LICENSING OPTIONS

Software pricing accommodates an estimated user base and their use of the application and integration capabilities. Oracle license fees are broken into one-time software and technology license fees, and ongoing support (maintenance) fees. Software and technology license fees are based on the list amount of the software and technology, multiplied by the number of license purchased, less the discount.

License metrics are carefully selected to reflect the functionality the product offers and the value the State will receive from utilizing that functionality. Essentially, a license metric determines how the software usage is being measured when Oracle licenses a product to a customer. An example of a common license metric, which is used for Oracle's enterprise applications, is an "Application User," which is defined as "an individual authorized by Customer to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time." If a customer purchases licenses for a program licensed on an Application User basis, then they will need to purchase licenses for every person in the organization that requires access to the application.

License fees are calculated based on the technology acquired and the associated chosen metric (i.e. Application User or Processor). As a certified Oracle reseller and Oracle Platinum Partner, AST is usually able to secure significant licensing discounts for public sector entities. Maintenance fees are calculated as 22% of the net license fees after discount. To help control costs, we can request limitations on annual increases for maintenance and support costs helping the State better protect its long term investment in Oracle Applications and Technology.

5. ESTIMATED COSTS

Based on the information provided by the State of Montana, the following figures could be used to ascertain a budgetary estimate to license and configure an Oracle WebCenter solution. AST will assist the state with identifying the best approach to licensing the software and will work with Oracle to achieve the highest-possible level of discount.

Item	Estimated Cost Range
Software Licensing and Support (Year 1)	\$900K to \$1.6 Million
Enterprise Implementation Services	\$900K to \$1.5 Million

APPENDIX A – SAMPLE DOCUMENTS

The following Sample Documents are provided in this Appendix:

- Oracle Master Agreement (Software and Maintenance)
- Oracle Schedule P
- Oracle License Definition and Rules
- AST Professional Services Sample Agreement

This document is an Oracle Global Standard. It is not capable for use in this form. Local legal counsel should be contacted to provide a localized version for use.



GENERAL TERMS

Oracle General Terms Reference:

(TO BE COMPLETED BY ORACLE)

These General Terms (these "General Terms") are between **insert Local Country Oracle Subsidiary** ("Oracle") and the individual or entity identified below in the signature block. To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. DEFINITIONS

1.1 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.2 "**Integrated Software**" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 "**Master Agreement**" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 "**Operating System**" refers to the software that manages Hardware for Programs and other software.

1.5 "**Products**" refers to Programs, Hardware, Integrated Software and Operating System.

1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System.

1.7 "**Program Documentation**" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/contracts>.

1.8 "**Schedule**" refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 "**Separate Terms**" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 "**Service Offerings**" refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "**You**" and "**Your**" refers to the individual or entity that has executed these General Terms.

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

This document is an Oracle Global Standard. It is not capable for use in this form. Local legal counsel should be contacted to provide a localized version for use.

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: *(example) Schedule P – Program and Schedule H – Hardware.*

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings you may receive or have received from Oracle. You understand that you may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

5. INDEMNIFICATION

5.1 Subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle (“Recipient” which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, “Material”) furnished by either You or Oracle (“Provider” which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party’s intellectual property rights, the Provider, at the Provider’s sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program. If such return materially affects Oracle’s ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party’s intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.

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5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 If You have used an Oracle Financing Division contract to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.3 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within **30 days** from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable expenses related to providing Service Offerings.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

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8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another (“**Confidential Information**”). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to the terms and pricing under the Master Agreement and all information clearly identified as confidential at the time of disclosure.

8.2 A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 We each agree not to disclose each other’s Confidential information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party’s disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law.

9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE’S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents

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and other documents used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "These commodities, technology, software, or hardware (including any Integrated Software and Operating System(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."

12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

13. GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by the substantive and procedural laws of **{insert Local Country Name}** and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in **San Francisco or Santa Clara counties in California** in any dispute arising out of or relating to the Master Agreement. **{This section may be further localized as needed}**

14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: **{insert local Oracle subsidiary name and appropriate mailing address – ok to include Attn: General Counsel or something similar}**

15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

16. OTHER

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

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16.6 The Uniform Computer Information Transactions Act does not apply to the Master Agreement or orders placed under it. ***{may be deleted outside of the U.S.}*** You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

17. MASTER AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

		<i>{insert local Oracle Subsidiary}</i>	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

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Schedule P - Program

{insert local oracle subsidiary name} ("Oracle")
{insert local oracle subsidiary address}

Your Name:	
General Terms Reference:	(TO BE COMPLETED BY ORACLE)
Schedule Reference:	(TO BE COMPLETED BY ORACLE)

This Program Schedule (this "Schedule P") is a Schedule to the General Terms referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

1. DEFINITIONS

1.1 "**Commencement Date**" refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Upon Oracle's acceptance of Your order, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal business operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation. If accepted, Oracle will notify You and this notice will include a copy of Your Master Agreement.

2.2 Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

3. RESTRICTIONS

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

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3.2 You may not:

- a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired);
- c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- d. disclose results of any Program benchmark tests without Oracle's prior written consent.

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

5.2 Technical support is effective upon the Commencement Date unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

5.3 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than Insert Local Country Contractual Support Cap Rate. Check <http://esource.oraclecorp.com Support > Support Renewals > Pricing Practices > Contractual Support Cap Rates> % over the prior year's fees. If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than Insert Local Country Support Cap Rate. Check <http://esource.oraclecorp.com Support > Support Renewals > Pricing Practices > Support Cap Rates> % over the prior year's fees.

5.4 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

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6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Programs owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.

7.4 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery and Installation

9.1.1 You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

9.1.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please

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check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: **insert applicable regional shipping terms**.

9.2 Territory

The Programs shall be used in the **country/countries** specified in the order.

9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced in advance of the Program-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, Oracle will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.



Definitions and Licensing Rules:

These License Definitions and Rules apply to the order submitted by partner **Applications Software Technology Corporation** to Oracle on _____ (date, to be completed by Oracle), for following Oracle programs:

Programs and Program Support Services	
Product Description / License Type	Quantity
Software Description Entered Here Software Update License & Support	Qty

Oracle Financing Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the

Technical Reference Manuals ("TRMs"): are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Technical Support: For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

Program Documentation: is defined as the Program user manual and Program installation manuals.

Trial Programs: are defined as additional Programs that may be included with Customer's order which Customer has not ordered but which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial

period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

Term Designation

If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

Named User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non-Oracle Databases, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database and Applications Load Testing Accelerators, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate, only (a) the users of the Oracle database from which you capture data and (b) the users of the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which you capture data and (b) the users of the Non Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence

You are responsible for ensuring that the following restrictions are not violated:

- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the

use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s)). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.

- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs may only be used to access data from the Hyperion Planning Plus program. The Oracle Data Integrator – Target Database program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.
- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other Oracle Applications or third

party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.

- Oracle Business Intelligence Foundation for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the prepackaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.
- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- With respect to the Java SE Advanced and Java SE Suite programs, you may not create, modify, or change the behavior of, or authorize your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the programs are set forth at <http://oracle.com/contracts>.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.
- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.

Failover: Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/corporate/pricing/pricelists.html>, includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When

the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

Customer Name	_____	Oracle America, Inc.	_____
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____
Effective Date	(to be completed by Oracle) _____		

MASTER AGREEMENT

For <Project Name>

Between

Applications Software Technology (AST) Corporation

And

<Customer Legal Name>

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This **MASTER AGREEMENT** (“Agreement”) is made and entered into as of ___ day of _____, 20XX (“Effective Date”), by and between XXX , hereinafter referred to as the "Customer," and Applications Software Technology Corporation, an Illinois corporation, (d/b/a AST Corporation), hereinafter referred to as "Contractor."

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Definitions

“Additional Services” means the services described in Section 2.5 of this Agreement.

“Change Order” means a document describing potential or actual changes to the scope of the Services, as further defined in Section 20 of this Agreement.

“Completion Date” means the date of acceptance of a Deliverable as shown in the Exhibit A – Statement of Work.

“Contractor Confidential Information” means any Contractor information referenced in Section 8.2 or that constitutes a trade secret and is designated in this Agreement or in writing as a trade secret or as Contractor Confidential Information by Contractor.

“Contractor Project Manager” means the Contractor Person designated to manage the day-to-day provisions of the project and delivery of services.

“Customer” means <<Customer Name>> and other users that may be authorized to receive services under this agreement by future amendments to this Agreement; as well as any employee, official, officer, or representative of any of the above.

“Customer Confidential Information” means any Customer information deemed confidential including but not limited to security systems, personnel and any other non-public information designated confidential in writing by the Customer.

“Customer Project Manager” means the designated manager to coordinate Customer’s contributions, approve and oversee their deliverables and resolve issues of resource, participation, and other project related matters on a day-to-day basis, as designated in this Agreement.

“Deliverables” means the milestones or tasks identified as “Deliverables” in the Statement of Work.

“Documentation” means, collectively: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to the ERP System provided by the Contractor as set out in the Statement of Work; (ii) all user, operator, system administration, technical, support, and other manuals and all other written, printed, electronic, or other format materials that describe the functional, operational, and/or performance capabilities of the ERP System; and (iii) all Specifications, materials, flow charts, notes, outlines,

manuscripts, writings, pictorial materials, schematics, and other documents that represent, demonstrate, or explain the Services and Work Product.

“ERP System” means the Oracle E-Business Suite software modules implemented/upgraded for the Customer by the Contractor including the modules of the ERP Software that will be implemented or upgraded as per the Statement of Work, including software modifications, configurations, and custom programming and any other Work Product necessary to fulfill the requirements of this Agreement, as well as all revisions and customizations to any or all of the above.

“Fees” means the compensation payable by the Customer to Contractor hereunder in consideration of Contractor’s provision of the Services, as listed in Exhibit B – Fee Schedule.

“Go-Live Date” means the date on which the Software Components associated with a particular Wave of the ERP System have entered Productive Use. The Go-Live Dates are further described in the Statement of Work.

“Notice-to-Proceed Date” means the date on which the Customer, by written notice, authorize Contractor to begin performing the Services for each Wave hereunder.

“Productive Use” means use of the ERP System to run the business of the Customer in a production environment.

“Services” means the installation, implementation, integration, configuration, upgrade and other services with respect to the ERP System that Contractor is engaged to perform pursuant to this Agreement, as described in Section 2 of this Agreement.

“Software Component” means a portion or module of ERP System more specifically described in Exhibit A - Statement of Work.

“Software Vendor” means providers of software packages that will be implemented or upgraded by the Contractor.

“Specifications” means the descriptions of the ERP System and all other Deliverables hereunder, and their components, capacities, functions and/or methods, set forth in this Agreement (including all Exhibits hereto) and the Documentation, or as otherwise provided to the Customer by Contractor in writing.

“Statement of Work” means a document incorporated into this Agreement which describes, in more detail, the Services, Deliverables, and schedule for delivering the Services and Deliverables. The Statement of Work is attached to this Agreement as Exhibit XX. The parties may, from time to time, amend this Agreement with additional Statements of Work as provided in Section 18.

“Third Party Software” means non Oracle E-Business Suite software specifically described in the Statement of Work.

2. Contractor Services

- 2.1 **Services.** The Customer retains the Contractor, and the Contractor agrees to furnish all labor, materials, equipment, products, tools, supplies required to perform the Services and all of its obligations related thereto, in accordance with the terms of this Agreement and the Exhibits hereto. The scope of Services, including the performance standards, timetables, staffing plan, and Deliverables are defined in the “Exhibit A - Statement of Work” and the other Exhibits attached to this Agreement and incorporated herein by reference.
- 2.2 **Substitution of Deliverables.** If requested by the Customer in writing, the parties may substitute the Deliverables, Services, or tasks that are described in the Statement of Work for new Deliverables, Services, or tasks that are reasonably and substantially equivalent to those Deliverables, Services, or tasks being substituted..
- 2.3 **Independent Contractor Status.** The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of Customer.
- 2.4 **Additional Services.** The Customer may elect to have Contractor perform Services that are not specifically described in “Exhibit A - Statement of Work” hereto. Contractor shall perform such Additional Services either on a time-and-materials basis, at an hourly rate not to exceed that described in “Exhibit B – Fee Schedule”, or on a fixed-fee basis, as approved by the Customer and accepted by Contractor pursuant to a Change Order process.

3. Compensation

- 3.1 **Pricing.** The Customer shall pay the Fees to the Contractor as set forth in Exhibit B – Fee Schedule”.
- 3.2 **Travel Expenses.** In addition to the Fees paid to the Contractor as provided herein, the Customer will reimburse the Contractor for the travel expenses, per diem, mileage, and lodging expenses incurred by Contractor Personnel in the performance of the Services.
- 3.3 **Payment.** Contractor will invoice the Customer as set forth in “Exhibit B – Fee Schedule” attached hereto. The Customer will pay invoiced amounts within thirty (30) calendar days of receipt of the invoice.
- 3.4 **Late Payment Charges.** The Customer shall pay interest to the Contractor on all undisputed amounts owed that remain unpaid beyond the thirty (30) calendar days of receipt of the invoice by the Customer. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

4. Acceptance of Deliverables

- 4.1 **Acceptance of Deliverables.** Upon Consultant’s written notification to the Customer that Consultant has completed a Deliverable, the Customer will review the Deliverable and approve or notify the Consultant of the discrepancies and errors found in the Deliverable, within five (5) consecutive business days, unless otherwise mutually agreed by the

parties. If revision of the Deliverable is required based on feedback from the Customer, the Consultant will submit a revised Deliverable or satisfactorily explain the reasons for Accepting the Deliverable “as is.” Upon acceptance of the revised Deliverable or receiving a satisfactory explanation for the deficiencies identified, the Customer Project Manager will sign a Deliverable Acceptance form and shall return it to the Contractor Project Manager within three (3) consecutive business days, unless otherwise mutually agreed by the parties. Customer shall not use the Deliverable in a production environment or in the ordinary course of the conduct of their business prior to Acceptance of the Deliverable and such use shall, without the written consent of Consultant, be deemed Acceptance of such Deliverable. In the event that the Contractor Project Manager does not receive written comments or a signed Deliverable Acceptance form within the periods set out herein, the Deliverable will be considered accepted.

5. Term of Agreement

3.1.1. Term. The term of this Agreement shall commence after it has been fully executed by duly authorized representatives of all parties confirming that all certification or approval of this Agreement.

3.1.2. Unless earlier terminated as provided for in Section 13 hereof, this Agreement will remain in effect from the Effective Date until all tasks set forth in the Statement of Work have been fully completed and all amounts payable hereunder have been paid in full.

6. Termination

6.1 Contractor Default Provisions

6.1.1 Events of Default by Contractor. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) the Contractor fails to perform or observe any of the other material provisions of this Agreement (ii) the Contractor fails to make progress, so that the lack of progress endangers performance of this Agreement;

6.1.2 Provisions for Remedies of Customer. Upon the occurrence of a Contractor Event of Default as set out in Section 6.1.1, the Customer shall provide written notice of such Contractor Event of Default to the Contractor (“Notice to Cure”), and the Contractor shall have thirty (30) consecutive calendar days after receipt of a Notice to Cure or commence reasonable steps to correct, cure, and/or remedy the Contractor Event of Default described in the written notice. If it is not possible to cure the Default within this thirty (30) day time period, the Contractor will provide to the Customer within fifteen (15) consecutive calendar days after receipt of Notice to Cure a written plan, including a timeline, to correct, cure, and/or remedy the Contractor Event of Default. The Contractor shall proceed to cure the Default in accordance with the approved plan.

6.2 Customer Default Provisions

6.2.1 Events of Default by Customer. Any of the following shall constitute a “Customer Event of Default” hereunder: (i) the Customer fail to perform its tasks outlined in the Statement of Work, provide the staffing levels outlined in the Statement of Work, and maintain the timelines specified in this Agreement; (ii) the Customer fail to make timely payments as described in this Agreement; or (iii) the Customer fails to perform any of the other material provisions of this Agreement.

6.2.2 Provisions for Remedies of Contractor. Upon the occurrence of a Customer Event of Default as set out in Section 6.2.1, the Contractor shall provide written notice of such Customer Event of Default to the Customer (“Notice to Cure”), and the Customer shall have thirty (30) consecutive calendar days after receipt of a Notice to Cure to correct, cure, and/or remedy the Customer Event of Default described in the written notice.

6.3 Termination for Cause

6.3.1 Termination for Cause by the Customer. In the event the Contractor fails to cure a Contractor Event of Default as authorized herein, the Customer may terminate this Agreement in whole or in part effective on receipt by the Contractor of written notice of termination pursuant to this provision.

6.3.2 Termination for Cause by the Contractor. In the event the Customer fail to cure a Customer Event of Default as authorized herein, the Contractor may terminate this Agreement in whole or in part effective on receipt by the Customer of written notice of termination pursuant to this provision.

6.4 Termination for Convenience. Either party may terminate this agreement for convenience upon thirty (30) consecutive calendar days’ written notice to the other party.

6.5 Obligations on Termination

6.5.1 Upon termination of this Agreement for Cause or for Convenience, Contractor shall have no further obligation to provide any services.

6.5.2 The Contractor shall terminate all subcontracts to the extent they relate to the Agreement and settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.

6.5.3 Contractor shall be entitled to compensation for fees and services rendered up to and including the applicable Termination Date. The services shall be paid on a time and materials basis, at an hourly rate not to exceed the rate set forth in Exhibit XX - Fee Schedule.

6.5.4 The Customer shall cause payments to be made to Contractor within thirty (30) consecutive calendar days.

6.5.5 The Contractor shall deliver to the Customer, as directed by the Customer, any: (i) Completed Deliverables; (ii) Partially completed Deliverables; related to the

terminated portion of this Agreement; and (iii) any plans, working papers, forms and documentation for which the Customer have paid the Fees to the Contractor.

6.5.6 In in the event of termination, any software license fees and hosting services fee paid prior to the Termination Date shall be forfeited by the Customer.

6.6 Excusing Events. Notwithstanding anything to the contrary contained herein, the failure (or prospective failure) of either party to perform its obligations under this Agreement shall be excused if, and to the extent that, such failure is caused by one of the following (an “Excusing Event”):

- a) A Force Majeure Event as defined in Section 13
- b) A breach by the other party under this Agreement

If an Excusing Event occurs, Completion Dates for Deliverables in the Project Plan, Fees will be adjusted accordingly on an equitable basis through a Change Order process outlined in Section 18 herein.

7. Confidential Information

7.1 Customer Confidential Information. Contractor shall not disclose to any third party Customer Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the Customer pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the Customer Project Manager. All such Customer Confidential Information will be held in trust and confidence from the date of disclosure by the Customer, and discussions involving such Customer Confidential Information shall be limited to the Contractor’s Personnel.

7.2 Contractor Confidential Information. All Contractor Confidential Information received by the Customer from the Contractor will be held in trust and confidence from the date of disclosure by the Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the Customer’s staff who require such information in the performance of this Agreement. Contractor hereby notifies the Customer, and the Customer acknowledges receipt of said notification, that the Contractor Confidential Information may constitute a trade secret as defined by applicable state Law.

The Customer acknowledge that disclosure of source codes, methodology and other confidential information to any third parties will result in irreparable harm to Contractor for which monetary damages would be an inadequate remedy and agree that no such disclosure shall be made to anyone without first notifying and receiving written consent of Contractor, except as otherwise provided by law.

The Customer further acknowledge and agree to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor and Contractor’s Subcontractors during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the Customer.

- 7.3 **Survival.** The obligations hereunder with respect to each item of Customer Confidential Information and Contractor Confidential Information shall survive the termination of this Agreement.
- 7.4 Notwithstanding Section 7.1, 7.2 or 7.3 hereof, neither Customer Confidential Information nor Contractor Confidential Information shall include information which the recipient can demonstrate by competent written proof:
- a) is now, or hereafter becomes, through no act or failure to act on the part of the recipient, generally known or available or otherwise part of the public domain;
 - b) is rightfully known by the recipient without restriction on use prior to its first receipt of such information from the disclosing party as evidenced by its records;
 - c) is hereafter furnished to the recipient by a third party authorized to furnish the information to the recipient, as a matter of right and without restriction on disclosure; or
 - d) is the subject of a written permission by the disclosing party to disclose.
- 7.5 Notwithstanding Section 7.1, 7.2 or 7.3 hereof, disclosure of Customer Confidential Information or Contractor Confidential Information shall not be precluded if:
- a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such confidential information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;
 - b) such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose; or
 - c) the recipient of such confidential information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

8. Insurance

- 8.1 Contractor shall procure and maintain in effect during the term of this Agreement the following insurance coverage with an insurance company or companies approved by the Customer:
- a) Workers' Compensation and Employers Liability insurance with liability limits of not less than One Hundred Thousand Dollars (\$100,000) per accident, One Hundred Thousand Dollars (\$100,000) per employee; and Two Hundred Thousand Dollars (\$200,000) aggregate.
 - b) Commercial General Liability with limits of not less than One Million Dollars (\$1,000,000) each occurrence; and Two Million Dollars (\$2,000,000) aggregate.

- c) Comprehensive Automobile Liability including bodily injury and property damage in the amount of not less than a combined single limit of One Million Dollars (\$1,000,000).
- d) Errors and Omissions including coverage for professional malpractice, in the amount of not less than One Million Dollars (\$1,000,000).
- e) Prior to commencing work on the project, Contractor shall provide Customer with a Certificate of Insurance naming Customer as an Additional Insured.

9. Indemnification

- 9.1 The Contractor shall indemnify, defend, and hold harmless the Customer, its agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, including attorney’s fees, arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work.
- 9.2 Customer shall defend, at its own expense, and indemnify and hold Contractor, and Contractor’s Affiliates harmless from and against any and all losses, claims, expenses (including reasonable attorney’s fees), suits, damages, costs, demands, or liabilities arising out of or relating to any claim by a Third Party to the extent based on any negligent act or omission of Customer.

10. Warranties

- 11. The Warranties in this Agreement are the exclusive Warranties of Contractor. Contractor hereby disclaims all other Warranties, whether express, implied or statutory and disclaims any implied Warranty of Merchantability or of Fitness. Neither party will be liable for any indirect, incidental, special or consequential damages, or for any loss or damages related to the operation, delay or failure of software or equipment or for any inaccuracy of data incurred by either party or any third party, however arising, whether in Contract or Tort, even if it has been advised of the possibility of such damages. Either party's liability for damages to the other under this Contract shall be limited to the Services Fees agreed to under this agreement.
- 11.1 Warranty Remedy. The Customer’ sole and exclusive remedy with respect to a violation of the warranties described in this Agreement, any Exhibits and Attachments shall be as follows:
 - 11.1.1 Customer shall provide Contractor with written notification of the error with any available system audit log and/or screen prints to help identify the source of the error. Contractor shall assign the error an appropriate priority as defined in Exhibit A attached hereto.

Severity Level	Description of Severity
Critical (Level 1)	Defined as an incident that renders the production system inoperable. Users are unable to connect to or use the system to support business functions (for example, payroll cannot be processed).
Standard	Defined as a production system/application problem affecting multiple users. The majority of the functions are still usable. May also be defined as a

Severity Level	Description of Severity
(Level 2)	system/application that is operating but with severe restriction. Some circumvention may be required to reestablish normal service (for example some users are no longer in the approval hierarchy).
Minor (Level 3)	Defined as a production system/application problem isolated to a few people, performing non-critical tasks and an alternative workaround exists. The majority of the functions for most users are still usable. (For example, a particular user cannot print reports.)

11.1.2 Contractor shall take prompt action to resolve the issue in accordance with Exhibit A shall include but not be limited to the following:

- a) Report of help report the problem to the Software Vendor, if the issue relates to Software Component provided by the Software Vendor;
- b) Help apply the software fix provided by the Software Vendor;
- c) Provide a system fix or update for programs or documentation delivered by Contractor;
- d) Provide a correction to the system setup, if applicable;
- e) Provide a workaround for the error that allows the ERP System to support the Customer' business operations;
- f) Provide instructions, directions and documentation for manual processing to accomplish the desired business function.

11.1.3 Customer shall provide access to their staff and systems/network to facilitate the Contractor in replicating, isolating and resolving the error.

11.1.4 If the error or deficiency is determined to be not under warranty, the Customer shall initiate a Change Order, pursuant to the Change Order provisions described in Section 20, to reimburse the Contractor for the actual costs incurred in analyzing the error or deficiency.

12. Limitation of Liability

The Warranties in this Agreement are the exclusive Warranties of Contractor. Contractor hereby disclaims all other Warranties, whether express, implied or statutory and disclaims any implied Warranty of Merchantability or of Fitness. Neither party will be liable for any indirect, incidental, special or consequential damages, or for any loss or damages related to the operation, delay or failure of software or equipment or for any inaccuracy of data incurred by either party or any third party, however arising, whether in Contract or Tort, even if it has been advised of the possibility of such damages. Either party's liability for damages to the other under this Contract shall be limited to the Services Fees agreed to under this agreement.

13. Covenant Not To Hire

For a period of one (1) year following expiration of the term of this Agreement, neither party shall directly solicit employment of the other party's employees who are directly

involved in the performance of this Agreement. Employees of one party may reply to generally circulated job postings of the other party.

14. Force Majeure

Notwithstanding anything herein to the contrary, the parties hereto shall not be deemed in default with respect to the performance of, or compliance with the terms, covenants, agreements, conditions, or provisos of the Agreement, if the failure to perform or comply shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, acts of God or causes otherwise beyond the control of the parties.

15. Waiver

No waiver by either party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

16. Governing Law and Venue

This Agreement is made pursuant to, and shall be, resolved in, governed by and construed in accordance with the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in a court of competent jurisdiction located in the state of Illinois or the Federal District Court for the state of Illinois, as appropriate.

17. Exhibits and Attachments

The following documents are incorporated by reference into this Agreement:

- Exhibit A – Statement of Work
- Exhibit B – Fee Schedule

This Master Agreement and the Exhibits shall, to the extent possible, be interpreted as consistent among each other. If there is any inconsistent provision, the terms and conditions of this Master Agreement shall have precedence over the Exhibits and the Exhibits shall have precedence in the order of priority listed above, with Exhibit A having the highest priority among the Exhibits.

18. Ownership of Work Product

Except for Contractor's Confidential Information and pre-existing intellectual property such as but not limited to methodology, tools and templates, all Deliverables originated or prepared by Contractor pursuant to this Agreement, including documentation, charts, and computer programs to the extent that such materials are described in or required by the Statement of Work (collectively, the "Work Product") shall be considered works for hire when Final Acceptance has occurred and the Customer has made final payment of the Fees due therefore.

19. Change Orders

All Change Orders shall be governed by the terms and conditions of this Agreement, including either the hourly rates for consulting Services, or fixed fees, as directed by the Customer. If the Customer requires the performance of Services that are not within the originally defined Statement of Work (Exhibit A), or if either party requests a change to the existing timeline or services, the Contractor Project Manager shall deliver a Change Order to the Customer, specifying the proposed work with sufficient detail to enable the Customer to evaluate it. Contractor shall provide the Customer with an evaluation of the Change Order containing the following:

- (a) an estimate of the Contractor efforts required to complete the requested services;
- (b) implementation timeframe for performance;
- (c) the estimated price for such performance, based on the applicable charges set forth in this Agreement.

The Customer shall notify Contractor in writing if the Customer elects to proceed by issuing a Change Order or a “Notice to Proceed.”.

20. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (i) deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by prepaid courier service (e.g., Fedex, UPS, etc.) or (iii) sent via email and addressed as set forth below the signatures of this Agreement, which designated person(s) may be amended by either party by giving written notice to the other party:

For Customer:

<Customer Name>
Name
Title/Designation
Address Line 1
Address Line 2
City, State xxxxx

For Contractor:

AST Corporation Attn:
Attn: Nick Vlahos
Chief Operating Officer
1755 Park Street
Suite 100
Naperville, IL 60563

Email:

email_address@domain

nvlahos@astcorporation.com

21. Severability

In the event that any provision, clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

22. Entire Agreement/No Modification

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

<<Customer Name>>

<<Address Line 1>>

<<Address Line 2>>

<<City, State, Zip>>

Phone:

Fax:

AST Corporation

1755 Park Street

Suite 100

Naperville, IL 60563

Phone:(630) 778-1180

Fax: (630) 778-1179

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTESTED BY

<<AUTHORITY >>

By: _____

<<Name>>

<<Title>>

Exhibit A – Statement of Work

<Replace by Statement of Work>

Exhibit B – Fee Schedule

<Replace by Fee Schedule>

APPENDIX B – CONSIDERATIONS FOR STATE AGENCIES

As requested by the State, the following is a list of considerations/questions that AST feels are critical for the State's agencies and end-users in order to prepare an RFP that clearly defines the requirements for the State's ECMS.

1. What are the primary business drivers of the State in pursuing an ECMS?
2. Please describe your current ERP system and whether inputs to the ERP system are currently scanned and processed electronically as images.
3. Is it a critical goal of the State of Montana to bring all of its agencies into one enterprise ECM system? Or is the State satisfied with allowing each agency to develop or retain its own ad-hoc solution for ECM? If an agency chooses not to be a part of the enterprise solution, is that acceptable to the State?
4. Do you have an IT Governance Board or Committee to which the individual IT departments under each agency report? Does the authority of that Board prevail over the jurisdiction of the individual IT departments for each agency?
5. Does the State itself currently have a written operational Records Management Retention Schedule and Disposition Plan or will these be managed at the agency level? Please describe any state-specific requirements around that Plan (other than RMS requirement #1).
6. Please describe the scanning capabilities and equipment that the State now has in place. Is that centralized or organized by agency?
7. Please indicate the volumes of legacy documents to be migrated for each agency.
8. Please identify State-sanctioned desktop applications such as, Microsoft Office, Outlook, etc. Is everyone standardized?
9. Do the agencies that use existing solutions encounter functional limitations or missing features (e.g., pain points to be eliminated)? If so, what are they?
10. Does the State have a common taxonomy in use among the various agencies? Or is each agency free to establish its own taxonomy and information architecture?

ATTACHMENT – DATA SHEETS

On the following pages, please find Oracle Data Sheets pertaining to:

- Oracle WebCenter Content
- Content Publishing
- Capture and Imaging
- Digital Asset Management
- Records Management
- Document Management

ORACLE WEBCENTER CONTENT

SIMPLE, SMART & SCALABLE ECM

KEY FEATURES

- Modern, fast user interface with powerful search
- Mobile apps for smart phones and tablets
- Desktop integration with Microsoft Office, Outlook, and Windows Explorer
- Centralized management of all types of unstructured content including documents, images, video and records
- Content management capabilities including flexible security, version control, customizable metadata, workflow engine, and rendition engine
- Out-of-the-Box adapters for content-enabling enterprise applications and business processes

KEY BENEFITS

- *Reduce Costs* – convert paper-based documents to digital and manage all unstructured content in one system
- *Gain Efficiencies* – with a single source of truth, streamlined business processes, and easier access to content across your organization
- *Reduce Risks* – improve consistency and auditability, comply with business policies & regulations, and ensure content security
- *Create Value* – improve business agility by leveraging content across applications, business processes and departments

Oracle WebCenter Content is an enterprise-class content management solution that empowers employees and content-enables business processes throughout your organization. By better managing content as a strategic asset and integrating content into enterprise applications and business processes, Oracle WebCenter Content helps you lower costs and reduce risks while improving business productivity and agility.

Is Your Unstructured Content a Strategic Asset?

Today, enterprises are seeing unprecedented growth in the amount of unstructured content – documents, reports, presentations, images, audio and video files – created and used throughout the organization. Better managing and gaining insight from this growing amount of information is a key business challenge organizations face today. And while we'd like to think that all content nowadays is electronic, many organizations are still dealing with huge volumes of paper-based documents. How is all this information managed within your organization today?

- Do you have multiple content silos that result in duplicate content, out-of-date content, and inaccessible content?
- Is your content being fully leveraged across applications, processes and departments?
- Do you have a strategy for better managing your unstructured content to reduce costs and complexity?
- Are you able to comply with regulations and manage the risks associated with your growing volume of unstructured content?

A Simple, Smart and Scalable Content Infrastructure

Forward-looking organizations are moving towards standardizing on a single, scalable content management platform. This enables them to reduce costs by simplifying their ECM infrastructure, reusing customizations and processes, and concentrating skill sets.

Additionally, with a single platform for all unstructured content, IT organizations can ensure a consistent approach to up-time & SLAs, back-up and recovery, records and retention policies, security policies, and patches and upgrades.

With its comprehensive content management capabilities, Oracle WebCenter Content is the ideal platform for centralizing your unstructured content and better managing the entire content lifecycle from creation to disposition. Oracle WebCenter Content is:

- **Simple** – A single, unified content management platform designed to work with your existing IT infrastructure and pre-integrated with enterprise applications.
- **Smart** – Manage all your unstructured content, from documents to video files, in one place and leverage all the advanced capabilities of the Oracle WebCenter Content

PRODUCT INFORMATION

Oracle WebCenter Content includes:

- Document Management
- Capture and Imaging
- Optical Character Recognition (OCR)
- Business Process Management
- Records and Retention Management including DoD 5015.2-STD v3
- Digital Asset Management
- Web Content Publishing

Key Integrations:

- WebCenter Portal
- WebCenter Sites
- E-Business Suite
- PeopleSoft
- Siebel
- JD Edwards
- Primavera
- AutoVue
- Microsoft SharePoint
- Oracle Fusion Middleware
- Oracle Fusion Applications
- Exadata, Exalogic, and SPARC SuperCluster
- Sun Storage Archive Manager (SAM)

CONTACT US

For more information, please visit:

www.oracle.com/goto/webcenter/content or call

+1.800.ORACLE1 to speak to an Oracle representative.

platform including document imaging, business process management, and records and retention management.

- Scalable – A high-performance ECM platform that can grow with your organization to easily manage billions of content items and support hundreds of thousands of users.

Content-Enabling Business Applications

Enterprise applications, such as ERP and CRM systems, help streamline business processes such as service requests, invoice processing, and expense management. In many cases, when users interact with these applications, unstructured content starts the process, is attached to the process for reference, or is the end-result of a process. Yet, this unstructured content is often disconnected from the application – making it more difficult to access, reuse, share, secure, and audit. Oracle WebCenter Content has out-of-the-box application adapters that integrate with popular business applications and provide seamless access to unstructured content directly from within the application’s user interface. These pre-integrated solutions allow you to leverage the enterprise-class content management capabilities of Oracle WebCenter Content without requiring business users to jump between applications.

A Single Platform for All Your Content Management Needs

Whether you’re moving towards a centralized ECM infrastructure and looking for a strategic vendor, or you want a flexible system that addresses a specific content management use case, Oracle WebCenter Content provides the feature-rich ECM capabilities and out-of-the-box integrations to meet all your needs.

WebCenter Content Solutions:		
• Accounts Payable	• Case Management	• Employee On-Boarding
• Expense Management	• Healthcare Records Management	• 21 CFR Controlled Document Management

Oracle WebCenter Content - Your Strategic ECM Platform

Oracle WebCenter Content realizes the vision that content management is a core component of today’s enterprise infrastructure - a flexible platform that empowers employees and content-enables business processes throughout the enterprise. Oracle WebCenter Content consolidates unstructured content from across diverse systems so it can be centrally managed and then exposes it from within desktop productivity tools and business applications to drive productivity and business process efficiencies.



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Hardware and Software, Engineered to Work Together



ORACLE WEBCENTER CONTENT: CONTENT PUBLISHING

MULTI-SITE WEB PUBLISHING
INTEGRATED WITHIN AN ENTERPRISE
CONTENT MANAGEMENT PLATFORM

KEY FEATURES

- In-context Web site contribution, preview, updates, and approvals
- E-mail notifications during workflow
- Library services, including full-text search, check-in or check-out, and version control
- Flexible metadata and security
- Template-based pages
- Libraries of reusable components and XML-based fragments
- Native content conversion to Web-viewable formats, including HTML, XML, and PDF
- Dynamic delivery and scheduled publishing models
- Content release and expiration
- Digital asset and records management features included

KEY BENEFITS

- Minimizes Web development costs
- Reduces risk while ensuring Web content accuracy and quality
- Lowers help desk and customer service center costs
- Easily manages multiple sites with a consistent corporate brand
- Reallocates head count

Oracle WebCenter Content's multisite content publishing solution provides the critical framework and necessary tools to effectively manage internal and external Web sites. It dramatically improves productivity and allows organizations to maintain accurate, timely, and current web content with consistent branding and presentation across all corporate sites. With Oracle WebCenter Content, you can centralize control of site architecture and presentation while distributing development and ongoing maintenance to the business units.

Minimize Web Development Costs

Oracle WebCenter Content can help your organization successfully address the issue of managing one or many Web sites while keeping development costs under control. Your central team of Web developers has the necessary tools to easily create and customize libraries of usable components, including templates, layouts, fragments, and navigation as well as integrations with databases, integrated development environments or other applications. The Java-based architecture is presented as a series of web services, providing flexibility and resulting in a solution that is quick to deploy, easy to customize, and scalable to the entire enterprise. Freed from content updates, your Web development team can drag and drop content services into web applications, enabling them to focus on adding more features and functionality to your Web sites without having to increase head count. By reusing components across different Web sites, you benefit from more-efficient processes and ultimately lower operating costs.

Reduce Risk While Ensuring Web Content Accuracy and Quality

Keeping content on Web sites up-to-date and accurate presents many challenges. But with Oracle WebCenter Content, business users can truly own their content. Its publishing capabilities empower your content authors to easily add, modify, and approve content within the context of their Web sites, critical when managing hundreds or thousands of sites. Content authors can create Web site information using intuitive Web-based forms or standard business applications they already know, such as Microsoft Office.

Users can modify content easily by browsing to a page, log in, edit and preview their content changes directly from the Web site, eliminating the need for redundant copy-and-paste procedures. Because content publishing functionality is built into the platform, authors can reuse content across multiple pages and sites, eradicating errors and oversights when dealing with similar content in multiple locations. With a services-based architecture, Oracle WebCenter Content provides "one-click publishing", enabling web developers to integrate WCM into new or existing web applications, so that provisioned end users to access and update content with a single click, driving a huge jump in productivity.

EXPAND YOUR ECM CAPABILITIES

Oracle's multisite content publishing solution is included in Oracle WebCenter Content, an ECM platform which offers search, security, workflow, revision control, and powerful content conversion for all types of content. In addition, Oracle WebCenter Content provides key enterprise content management functionality, including:

- Document management
- Digital asset management
- Records & retention management
- Transactional content management (document capture & imaging)

BETTER ENGAGE WITH YOUR CUSTOMERS' ONLINE WITH ORACLE WEBCENTER SITES

The Oracle WebCenter portfolio includes Oracle WebCenter Sites, a dynamic Web Experience Management platform. Oracle WebCenter Sites expands upon the publishing capabilities offered in Oracle WebCenter Content with a suite of Web marketing tools that improve your customer's online experience, including:

- Targeted & persuasive Web content
- Mobile Web content delivery
- Social & community-driven content
- End-user personalization
- Web analytics

CONTACT US

For more information about Oracle WebCenter Content, please visit

www.oracle.com/goto/webcenter/content/cp

or call +1.800.ORACLE1 to speak to an Oracle representative.

Easily Manage Multiple Sites with a Consistent Corporate Brand

When managing tens to hundreds of corporate Web sites, keeping a consistent corporate brand is a challenge. Oracle's multisite WCM solution makes it easy to maintain your corporate brand across multiple sites with a unique, three-tiered approach to multisite content publishing. This approach gives your Web developers the ability to consolidate control while distributing the appropriate amount of ownership where needed. By centralizing control of site architecture and presentation; distributing the actual site development and ongoing maintenance to the business units; and giving content authors the ability to easily add, modify, and approve content within the context of their Web sites, Oracle WebCenter Content allows you to enforce consistent branding while empowering business units to own site design and maintain content.

Make Better Use of Your Resources

Oracle WebCenter Content helps site visitors to access only the most accurate and up-to-date information. By providing the most up-to-date information to your site visitors, your staff members field fewer phone calls, saving you time and money. Your valuable technical resources are now able to focus on creating personalized visitor experiences, building workflows, or connecting Web sites to other business processes. Empowering your business units and content authors increases sales and improves customer satisfaction.

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ORACLE WEBCENTER CAPTURE AND IMAGING

THE IMAGING PLATFORM FOR
ORACLE'S BUSINESS APPLICATIONS

KEY FEATURES

- Complete offering – capture, recognition, imaging & workflow
- Intelligent Document Classification and Data Extraction – utilizes optical character recognition (OCR) to intelligently locate and extract data
- Out-of-the-box, standards-based integrations with Oracle Applications
- Solutions for Accounts Payable, Expenses and Human Resources
- Preconfigured to process invoices – ready to process any type of invoice with minimal configuration
- Support for 400+ document types
- Basic and Advanced Image Viewers for broad scale or departmental use
- Shared services deployment model extends imaging enterprise-wide
- Embedded BPM Suite provides one platform for paper-based processes and system-oriented workflow
- Automate processing orders, remittances, invoices, bills-of-lading, Explanation of Benefits (EOB) documents, proof-of-delivery statements, case files, contracts or any other transactional documents.
- Best-in-class data validation & matching to ensure integrity of captured data

KEY BENEFITS

- Provides fast ROI by eliminating paper, automating business processes & reducing time and labor costs associated with manual data entry
- Provides ongoing ROI by enabling wide scale enterprise imaging use and increasing delivery of data to back-office applications
- Maximizes existing investments in Oracle middleware & applications
- Safe, strategic investment as the default imaging capability for the next generation of Oracle's applications

Oracle WebCenter Capture and Imaging, as part of Oracle WebCenter Content, is an enterprise-class imaging platform, bringing together intelligent document extraction, a robust content and business process management infrastructure, and productized, standards-based integrations with Oracle's business applications. By providing end-to-end document imaging and automation built upon an integrated Oracle Fusion Middleware infrastructure, Oracle WebCenter Content offers organizations one system to image-enable one application after another – cutting costs and increasing operational efficiencies as they go.

Re-Thinking Imaging: From Point Solution to Platform

Throughout enterprise business processes, unstructured information remains trapped within paper and electronic documents, requiring large amounts of time and significant cost to transfer data into back-end systems for it to be effectively utilized. Invoices, orders, freight bills, application forms and insurance claims are all examples of documents that need to be classified, separated and extracted – from time consuming opening and prepping in mail rooms, to costly inter-office shipping between departments, to error-prone data entry by clerks. As today's organizations are constantly striving to cut costs and increase efficiencies, it's no wonder that many are choosing to look at ways to automate document processing.

From invoice and expense processing in accounting, to employee on-boarding and benefit enrollment in human resources, to contracts in the legal department and account opening in customer service, imaging has become a must-have technology that department managers are asking IT to invest in. However, when it comes to the implementation of some imaging "point" systems such as those for accounts payable, trying to do more with less can be problematic. IT often finds itself questioning the value of their imaging investment when it comes time for an upgrade to a business application environment, or when attempting to expand imaging from one application to another. The cost of upgrading the system can often match that of the initial implementation, and expansion may require costly and extensive custom work, or it may not be possible at all. These issues usually stem from inherent design limitations in imaging point solutions, such as hard coding between the imaging system and the business application environment, highly customized workflows built on proprietary technology, siloed content repositories with storage volume limitations, or even the basic fact that a system was designed to support only one business application or process.

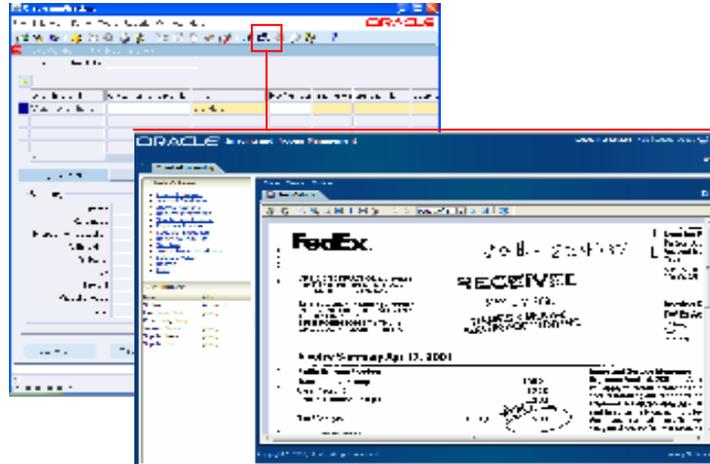
Oracle WebCenter Imaging: Image-Enabling the Enterprise

Oracle WebCenter Imaging overcomes point system limitations by providing imaging that is built as an open enterprise platform, to facilitate flexible, broad scale deployments. With Oracle WebCenter Imaging, imaging operates as infrastructure supporting applications, as opposed to an application unto itself – so it can be leveraged as a shared service that extends wherever imaging is required throughout the enterprise. As an end-to-end solution, Oracle WebCenter Imaging provides capture, intelligent extraction and process management

capabilities and is pre-integrated its business applications, to provide the most complete and best integrated document processing offering available for Oracle customers.

For business users, Oracle WebCenter Imaging offers tight integration with application interfaces to streamline operations, by exposing imaging and workflow capabilities using familiar menus and hotkeys within application UIs. Task lists speed working through queues of documents like invoices, with an integrated image viewer to review documents, and perform secure annotations and mark-ups that are consistent of the user roles defined by the business application.

Fig. 1: The Oracle WebCenter Imaging task list and image viewer are launched by clicking on the zoom hot-key in the Oracle E-Business Suite UI



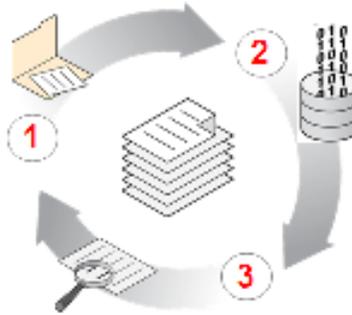
Data entry is done via application screens, allowing users to leverage business rules and validations provided by the business application, while the final validated data can be pushed into Oracle WebCenter Imaging thus eliminating the manual indexing of documents. Oracle WebCenter Imaging also provides the ability to retrieve supporting documents by executing searches against index data allowing documents to be easily accessed from multiple business records. In addition, users outside the application environment can access images securely via the Web, so that they can review and approve documents like invoices that have been charged to their cost center.

Automate Document Driven Processes Across the Enterprise

Oracle WebCenter Forms Recognition is a powerful and flexible solution for automating document driven processes throughout the enterprise. It can analyze, recognize and categorize any document type, from the highly structured such as application forms, to the unstructured such as invoices, without requiring the creation of templates to recognize various documents. Instead, all that is required is to introduce a small sample of document types to Oracle WebCenter Forms Recognition to “train” the system. Oracle WebCenter Forms Recognition learns from this sample, enabling it to identify and categorize new or unexpected content.

Once documents have been categorized, Oracle WebCenter Forms Recognition utilizes optical character recognition (OCR) to automatically capture key data fields by intelligently locating the data within the document - it does not matter where the data is located within the document, or whether or not Oracle WebCenter Forms Recognition has previously processed a document with that specific layout. Oracle WebCenter Forms Recognition then seamlessly delivers this data to back-end systems or business applications. The end result expedites data availability within systems, eliminates manual data entry, and ultimately accelerates operations.

Fig. 2: Oracle provides the most complete and best integrated solution for image-enabling Oracle's business applications, built with Fusion Middleware technologies, and on a unified, 'red stack' infrastructure



- 1. Classification:** Identify any type of document, based upon a minimal learn set that has been configured on the system.
- 2. Extraction:** Perform detailed and highly accurate data extraction on documents – in the case of invoices, right down to the line items.
- 3. Verification & Matching:** Unique fuzzy searching capability is able to successfully resolve issues when extracted data does not exactly match existing application system data, or when words are truncated or misspelled.

A Pre-packaged, "Touchless" Invoice Processing Solution

While Oracle WebCenter Forms Recognition can be used with any kind of document, it comes ready to process invoices as part of Oracle WebCenter Content's financials automation solution. The invoice processing functionality includes:

- **Auto-Learning:** As new vendors are added or an existing vendor changes their invoice layout, Oracle WebCenter Forms Recognition can typically extract data from these new document formats without additional configuration.
- **Line-Item Table Extraction:** Line item details are automatically extracted from lengthy, complex tables regardless of format. This inherent ability enables Oracle's invoice processing solution to provide 2 and 3-way matching of invoice information to a purchase order and delivery receipt, and the ability to process partial payments by pairing line item information with associated purchase order details.
- **Associative Data Searching/Matching:** Oracle WebCenter Forms Recognition quickly and accurately reconciles unstructured data to structured data. This includes matching invoice line items to corresponding purchase order line items, as well as vendor address to a valid vendor ID in the vendor master file. This matching can be accomplished even when the extracted data does not exactly match existing ERP data, or when words are truncated or misspelled.

COMPONENTS

- Oracle WebCenter Imaging
- Oracle WebCenter Forms Recognition
- Oracle WebCenter Capture
- Oracle Application Adapters for WebCenter
- Oracle WebCenter Content (restricted use)
- Oracle Business Process Management Suite (restricted use)

RELATED TECHNOLOGIES

- Oracle WebLogic Server
- Oracle E-Business Suite
- Oracle PeopleSoft
- Oracle JD Edwards Enterprise One

CONTACT US

For more information about Oracle WebCenter Capture and Imaging, please visit www.oracle.com/goto/webcenter/ci or call +1.800.ORACLE1 to speak to an Oracle representative.

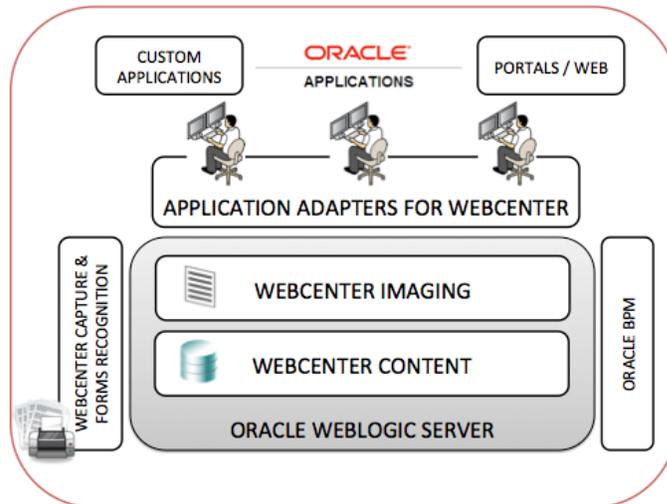
Image-Enabling Infrastructure: The Benefits of Oracle Fusion Middleware

For IT administrators, Oracle WebCenter Imaging provides loosely coupled, service oriented architecture-based integrations with Oracle's business applications via productized adapters. This superior method to integrating imaging with applications requires minimal hooks or hard coding into the application environment, thereby ensuring that ongoing maintenance and future system upgrades will not require high service costs or jeopardize the ability to upgrade one system without impacting the other. Oracle WebCenter Imaging's application integrations are designed to be open and generic, so one application adapter can be used to image enable any module, and APIs can be used to extend the application integration framework to support third party or custom applications.

A true enterprise-class imaging solution is made up of a number of integrated technologies—document capture, data extraction, storage, workflow, process monitoring and even records and retention management may all come into play. With Oracle WebCenter Imaging, you get a complete system built on Oracle Fusion Middleware technologies that can handle all aspects of document processing, on an infrastructure robust enough to support content across the enterprise.

The imaging process starts with capture, and Oracle WebCenter Imaging ensures that documents received in paper and electronic form are scanned or imported, with as much data extracted and indexed as needed to minimize manual entry into the ERP system.

Document images are archived into Oracle WebCenter Content, a centralized, secure and highly scalable enterprise content management (ECM) repository that manages documents throughout their lifecycle. Oracle WebCenter Imaging services run on top of Oracle WebCenter Content, calling up images and exposing them through user applications, and providing the necessary routing to facilitate business processes.



There are a number of advantages to having an integrated, consistent infrastructure for ECM supporting imaging: First, a repository with the scalability to store increasing amounts of content as new processes are image-enabled. Second, the ability to extend use of imaged documents through embedded document library services or to publish them to portals or websites via web content delivery services, or attach records or retention policies to imaged content. And finally, the content rationalization that can be achieved with one central system to manage all unstructured content enterprise-wide, supporting business applications, intranets, websites and so on. As a result, imaging does not operate in a vacuum, but instead plays a key role in an integrated, global ECM strategy.

The final piece of the Oracle WebCenter Imaging solution is its open business process management (BPM) technologies for workflow and process monitoring. Out-of-the-box, configurable solution templates provide business-driven workflows that augment, but not duplicate the native workflow functionality offered by ERP systems in areas such as invoice and expense processing. And packaged monitoring dashboards provide real-time insight into process activity at all stages, helping business managers to identify and alleviate operational bottlenecks.

Oracle WebCenter Imaging: More Automation, Less Cost & Complexity

With Oracle WebCenter Imaging, no matter what process you start by image enabling, it's only the beginning. As an enterprise imaging platform, you can expand services to other applications without the complexity of administering multiple imaging systems, or incurring additional licensing costs. And with the knowledge Oracle WebCenter Imaging is the planned default imaging repository for Oracle Applications Unlimited and Oracle Fusion Applications, you can rest easy that you've made a sound long-term investment that will continue to provide ongoing high returns by image-enabling your enterprise.

ORACLE WEBCENTER CONTENT: DIGITAL ASSET MANAGEMENT

RICH MEDIA MANAGEMENT

KEY FEATURES

- Automatically create thumbnails for easy search and retrieval of assets
- Convert high-resolution legacy images and videos to Web-friendly format
- Pinpoint specific video scenes using storyboard
- Automatically create multiple rendition sets for multiple uses
- Select assets and download in one operation
- Automatically format images to appropriate size, shape, resolution, and aspect ratio

KEY BENEFITS

- Easily view and reuse digital assets
- Easily search and retrieve files
- Reduce storage space and decrease bandwidth usage by compressing files
- Convert legacy images to Web-friendly formats
- Reduce manual steps in creating multiple renditions
- Control access to corporate brand assets
- Make all corporate audio and video training sessions available via the Web

Oracle WebCenter Content's digital asset management capability allows organizations to store, find, view, and use digital assets and rich media quickly and easily. Content, collateral, and individual asset items can be made available instantly in the appropriate formats for use on Web sites, in print materials, or in other programs. Assets can be protected and controlled through rich and configurable access control. Oracle's digital asset management solution automates routine tasks, such as the process of creating multiple renditions, allowing you to effectively manage and appropriately use your rich media assets.

Catalog Your Assets for Secure and Instant Access

Global 2000 organizations are constantly seeking better ways to effectively communicate with and provide value to their employees, business partners, and consumers. Rich media and digital content are used both as consumer product and as assets in a wide range activities range of activities including advertising, sales and marketing, manufacturing, and distance learning. However, providing rich media can creates unique burdens on an organization. Some rich media solutions require high cost specialized hardware and software. Accessing large files from a central storage location creates increased network load. Lastly, providing a method for users to securely access, share, and modify digital content can be cumbersome.

Oracle WebCenter Content helps you address these issues by providing easy access to find and use your rich assets quickly and easily from anywhere. With Oracle WebCenter Content you can quickly create renditions of digital content by turning large images, video, or audio files into high-resolution, low-resolution, resized, or thumbnail versions based upon your business needs.

Manage Rich Media Files Effectively

Oracle WebCenter Content enables automation of routine tasks and effectively manages rich media files. With secure Web-based access, employees across your organization can quickly and easily access, share, reuse, and modify digital content. Oracle WebCenter Content provides a rich set of digital asset management features, including

- Workflow, version control, security, archiving, subscriptions, content conversion, collaboration, record disposition, and Web publication assets leveraging core capabilities of Oracle WebCenter Content
- Content check-in and accessibility from anywhere with Web-based and Windows Explorer interfaces
- Compression of content to decrease bandwidth demands
- Automatic categorization of assets for easy searching
- Quick identifying of files via automatically created thumbnail renditions

PRODUCT INFORMATION

Oracle's digital asset management capabilities are provided as part of Oracle WebCenter Content which includes

- Document Management
- Capture and Imaging
- Content Publishing
- Records Management

Along with restricted use:

- Information Rights Mgmt
- Business Process Mgmt
- Secure Enterprise Search

RELATED PRODUCTS

- WebCenter Capture
- WebCenter Forms Recognition
- Application Adapters for WebCenter
- WebCenter Portal
- Database
- Sun Database Machine
- Sun Storage Archive Manager
- WebLogic Server
- Identity Management
- SOA Suite
- BPM Suite
- JDeveloper

- Asset selection and download in one operation
- Secure content distribution - easily and quickly

Provide a Foundation for Key Business Applications

Oracle WebCenter Content digital asset management capability provides the underlying foundation for a variety of key business applications, such as the following:

Image Management Application

With Oracle's digital asset management solution, you can easily manage popular image formats such as PSD (Photoshop document), JPEG, GIF, BMP, and TIFF files; store unlimited image renditions in one source for quick reuse of any format or size; and automatically format images to the appropriate size, shape, resolution, or aspect ratio. Multiple renditions, including thumbnails, Web versions, and print versions, are automatically created and compressed at the time of check-in for use in HTML pages or marketing collateral—saving thousands of hours of manual labor in resaving files.

Video Management Application

Oracle's digital asset management solution allows you to work with common video formats such as MPEG, QuickTime, Windows Media, and MP3 files; pinpoint specific scenes of video using a storyboard; and view them immediately. You can store multiple renditions of video in one source for various bandwidth and size requirements and integrate resulting files with streaming servers. With Oracle's digital asset management solution, you can easily access storyboards and closed-captioned text, while administrators can configure the system to generate appropriate proxies and metadata.

Contact Us

For more information about the digital asset management capabilities of Oracle WebCenter Content, please visit www.oracle.com/goto/webcenter/dam or call +1.800.ORACLE1 to speak to an Oracle representative.



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Hardware and Software, Engineered to Work Together

ORACLE WEBCENTER CONTENT: RECORDS MANAGEMENT

PERVASIVE RECORDS MANAGEMENT

KEY FEATURES

- Centralized records management - easy-to-use web interface and extensive desktop integrations
- Federated records management – extend policies into other repositories and enable federated search and discovery
- Physical records management – manage space, print and scan bar codes, and administer record circulation
- Freeze content for collection during discovery phase
- Trigger disposition (based on system-defined or user-created events and triggers)
- Prohibit changes or deletions on declared records
- Apply "legal holds" (to prevent processing of disposition schedule)

KEY BENEFITS

- Superior usability – scalable electronic and physical records management, fully certified against all parts of DoD 5015.02 v 3, with an easy-to-use centralized console to enable instant holds, dispositions, and discovery on content anywhere in your enterprise
- Lower costs and reduce risk – remove outdated content, lowering discovery and storage costs while adhering to retention policies and regulations
- Hot-pluggable – out-of-the-box records management with support for Oracle and third-party repositories, security, and enterprise applications

Expanding compliance legislation and the high cost of litigation make proper management and easy accessibility of an organization's content essential. Not only must content be maintained but it must also be defensibly disposed once its usefulness has expired. Oracle WebCenter Content enables both retention and disposition of information, allowing organizations to define, manage, and execute records and retention policies for all enterprise content from a single application. Oracle WebCenter Content helps organizations control the creation, declaration, classification, retention, and destruction of content and business records, resulting in improved compliance, minimized litigation risk, and lower storage costs.

Apply Consistent Records and Retention Management Across the Enterprise

Records management has grown from managing physical records in a warehouse to include covering disparate systems managing digital assets, e-mails (and attachments), collaborative projects, Web content, and more - making the task of records management far more complex. Oracle WebCenter Content offers a scalable and flexible capability to systematically apply records and lifecycle management policy across your organization. A central policy engine serves as the single source for all record schedules and retention policies, providing records managers with a single environment to control and manage information and set retention policies on everyday business content.

Enforce Records Management and Retention in Virtually Any Application

Oracle WebCenter Content provides unified records management capability across all the high-value information stored within it, including website content, electronic documents, digital assets, and images. This enables Oracle WebCenter Content to uniquely deliver a complete end-to-end system for document lifecycle management – from creation or capture to revision to archive and disposition.

Oracle WebCenter Content also provides adapters to extend its records management capability to other repositories and applications, enabling organizations to apply records management policies and procedures on content in remote repositories such as file shares, content management systems, and email archives. With this adapter framework, organization's can choose to move content into Oracle WebCenter Content or manage records "in-place" in native repositories. These pre-built adapters provide a single point of interaction for electronic and physical records management to manage and enforce file plans, centralize legal holds, perform disposition processing and discovery, and provide audit trails and disposition certificates.

Other supported systems include:

- Microsoft SharePoint 2007 & 2010
- Symantec Enterprise Vault

PRODUCT INFORMATION

Oracle's record management capability is provided as part of Oracle WebCenter Content which includes

Document Management

Document Imaging

Content Publishing

Along with restricted use:

Information Rights Mgmt

Business Process Mgmt

Secure Enterprise Search

RELATED PRODUCTS

WebCenter Capture

WebCenter Forms Recognition

Application Adapters for WebCenter

WebCenter Portal

Database

Sun Database Machine

Sun Storage Archive Manager

WebLogic Server

Identity Management

SOA Suite

BPM Suite

JDeveloper

Key Records Management Certifications

Oracle WebCenter Content is fully certified against Department of Defense 5015.02 version 3. Oracle WebCenter Content is compliant with the baseline records management, classified records management, and the Freedom of Information Act and Privacy Act requirements of the specification. This gives organizations the ability to deploy records management for full scale use, and enables records managers leverage out-of-the-box functionality and eliminate the need for customized services.

Primary Benefits

Oracle WebCenter Content provides its users with the following records and retention management benefits:

- **Ease of Use and Access**—By allowing users to access and view files in virtually any format (Microsoft Office, computer-aided design drawings, Visio diagrams, and so on) from their Web browsers and automatically converting files to a variety of formats (for example, HTML, XML, and PDF/A), Oracle WebCenter Content ensures that content can be archived for long-term availability to identified users.
- **Content Declaration and Classification**—Administrators can create file plans with any number of record categories or folders and assign disposition schedules. Administrators can also prohibit changes or deletions once content items have been declared records, and receive notifications when documents are added, modified, or declared records. In addition, users can declare records by assigning them to appropriate record categories or folders.
- **Easy Audit and Review**—Oracle WebCenter Content allows administrators to trigger dispositions based on both system-defined events and user-defined triggers. Administrators can also place holds on records to prevent the processing of disposition schedules. Security distinguishes among record viewing, record creation, and file plan creation/administration, and provides an audit trail of accesses and certificates of destruction.

Contact Us

For more information about Oracle WebCenter Content, visit www.oracle.com/goto/webcenter/content or call +1.800.ORACLE1 to speak to an Oracle representative.



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Hardware and Software, Engineered to Work Together

ORACLE WEBCENTER CONTENT: DOCUMENT MANAGEMENT

A SECURE, FLEXIBLE DOCUMENT MANAGEMENT SYSTEM

KEY FEATURES

- Full-featured functionality including check-in, check-out, version control, and workflow engine
- Manage content from within Microsoft Office, Windows Explorer, or a web browser
- Quickly find content by searching on full text or metadata
- Easily convert paper-based content to digital
- Apply records and retention policies including backup and recovery support
- Support for FDA 21 CFR Part 11

KEY BENEFITS

- Better secure and manage documents while giving employees access from familiar desktop applications
- Automate document-centric business processes
- Lower costs related to printing, shipping and storage of documents
- Minimize risk of costly fines and penalties related to legal and regulatory compliance
- Simplify your IT infrastructure with a document management platform that leverages your existing IT investments

The Oracle WebCenter Content document management solution allows organizations to effectively and efficiently capture, secure, share, and distribute digital and paper-based documents and reports. With Oracle WebCenter Content, you will save money and improve operational efficiencies by streamlining collaboration, automating routine tasks, and lowering costs related to the creation, management, and storage of business documents. In addition, Oracle WebCenter Content provides the governance and auditing capabilities needed to minimize the risks and costs associated with regulatory and legal compliance.

Manage All Your Unstructured Content

Organizations are frequently overwhelmed by the growing volume of documents generated from everyday business activities such as purchase orders, forms, scanned invoices, and contracts. As content volume grows exponentially, business processes become strained, documents get lost, access permissions become unmanageable, printing and storage costs skyrocket, and employees make poor decisions based on inaccurate and outdated information. Oracle WebCenter Content allows organizations to effectively capture all types of digital and paper-based content, efficiently store the content in a centralized system, control access permissions to the content, and preserve or dispose of the content based on your specific content lifecycle requirements. With Oracle WebCenter Content, you can effectively manage all types of content, regardless of format, location stored, or retention and archiving policies.

Designed for the Business User

Oracle's document management solution allows business users to work in an environment they are comfortable with and interact with Oracle WebCenter Content from within the business applications they use every day. Users will enjoy intuitive content contribution capabilities from within desktop applications such as Microsoft Word and Excel. For accessing documents, Oracle WebCenter Content gives users a choice of different in-context interfaces, including web browsers, Microsoft Windows Explorer, and Microsoft Outlook.

Reduce Compliance Risks and Costs

Oracle's document management solution reduces risk and lowers costs associated with a variety of regulatory and legal compliance processes, such as International Organization for Standardization 9001 (IOS 9001), the Health Insurance Portability and Accountability Act (HIPAA), Federal Drug Administration (FDA) 21 CFR Part 11, and Six Sigma. With the rise in documentation-intensive compliance mandates and the need to store compliance evidence, Oracle WebCenter Content allows you to easily store and manage this information to minimize risk. Additionally, by using Oracle WebCenter Content's records management functionality, you can easily manage records and retention policies, reduce e-discovery costs

during lawsuits, and develop a stronger governance program.

Minimize Printing and Shipping Costs

Many organizations continue to spend millions of dollars per year on production, printing and shipping costs for document such as manuals, technical specifications, drawings, and reports. With Oracle's document management solution, you can easily share documents of all types and allow users to quickly and securely access them online or via familiar desktop tools.

Optimized for IT

Business users will adopt a document management solution as long as it is easy to use and seamlessly integrates with their existing business processes. The Oracle WebCenter Content solution empowers IT to meet these user requirements without burdening your team with a high-maintenance, cumbersome solution.

Oracle's document management solution is a single, unified content repository providing a complete range of content management services including search, security, workflow, revision control, and powerful content conversion capabilities for all types of content. In addition, as a full-featured content management platform, it has the flexibility and customization capabilities needed to meet the specific document management needs of your business.

Leverage Existing IT Infrastructure

Oracle WebCenter Content is designed to protect and extend your existing IT investments by interoperating with your existing infrastructure. Oracle WebCenter Content is certified against a variety of file systems and databases and integrates with popular solutions like Oracle Enterprise Manager for application management and Oracle BPM Suite for business process management.

For organizations using business applications like PeopleSoft, E-Business Suite, and Siebel, Oracle WebCenter Content has adapters that allow you to simplify your document management infrastructure by consolidating all your unstructured content on the WebCenter Content platform.

With its out-of-the-box integrations and service-oriented architecture, Oracle WebCenter Content has the needed flexibility to leverage your existing IT infrastructure and provide a document management platform which is quick to deploy, easy to integrate and enterprise scalable.

Contact Us

For more information on the document management capabilities of Oracle WebCenter Content, visit www.oracle.com/goto/webcenter/dm or call +1.800.ORACLE1 to speak to an Oracle representative.



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1755 Park Street, Suite 100
Naperville, Illinois 60563
1.888.278.0002
info@astcorporation.com
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