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# FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between CITY OF FRESNO, a California municipal corporation (City), and MYTHICS, LLC DBA MYTHICS VIII, LLC , a Virginia Limited Liability Company (Vendor).

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, supplies, and equipment. The City may use another government agency's agreement, as an exception to the competitive bid process. The Parties agree that the Vendor has entered a contract with Maricopa County through Omnia Partners (Contract 180233-002) (Original Government Contract). The solicitation for the Original Government Contract is attached as **Exhibit A.**

2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B,** subject to all the terms and condition contained or incorporated herein

4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:

   a) City's Insurance and Indemnity provisions attached as **Exhibit C**.

   b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B,** the Vendor agrees that notices and invoices will be sent to:

      City of Fresno
      Attention: Dennis Jones
      2600 Fresno Street, Rm 1059
      Fresno, CA 93721
      Phone: (559) 621-7117
      FAX:
      E-mail: Dennis.Jones@fresno.gov

   c) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however,

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any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

**[Signatures follow on the next page.]**

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Melissa Perales
Purchasing Manager
General Services Department

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Signed by: Sukhman Sekhon 6917A7D9D8364A9... 5/18/2026
Date
Sukhman S. Sekhon
Deputy City Attorney

ATTEST:
AMY K. ALLER,
Interim City Clerk

By: _____
Deputy Date

MYTHICS, LLC DBA MYTHICS VIII, LLC, a Virginia Limited Liability Company

By: DocuSigned by: Scott Needleman 68BD78B3A7FA447... 5/14/2026

Name: Scott Needleman

Title: SVP, General Counsel
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: Signed by: Kevin Hodgkiss 59503F8BBD54401... 5/14/2026

Name: Kevin Hodgkiss

Title: CFO
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

VENDOR:
MYTHICS, LLC DBA MYTHICS VIII, LLC
Attention: Noel Taylor
4525 MAIN ST., SUITE 1500
VIRGINIA BEACH, VA 23462
Phone: (757) 617-0437
E-mail: ntaylor@mythics.com

Attachments:
Exhibit A - Original Solicitation
Exhibit B - Original Government Contract
Exhibit C - City's Insurance and Indemnity
Exhibit D - Vendor Quote

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# EXHIBIT A

Original Solicitation

# Solicitation 180233-RFP

# ORACLE PRODUCTS AND SERVICES

# Bid Designation: Public

# Maricopa County

# Bid 180233-RFP
# ORACLE PRODUCTS AND SERVICES

| | |
|---|---|
| Bid Number | 180233-RFP |
| Bid Title | ORACLE PRODUCTS AND SERVICES |
| Bid Start Date | May 18, 2018 2:21:16 PM MST |
| Bid End Date | Jun 26, 2018 2:00:00 PM MST |
| Question & Answer End Date | Jun 8, 2018 5:00:00 PM MST |
| Bid Contact | Brian Walsh<br>Procurement Consultant<br>602-506-3243<br>walshb@mail.maricopa.gov |
| Contract Duration | **5 years** |
| Contract Renewal | 5 annual renewals |
| Prices Good for | **1 year** |
| Pre-Bid Conference | **Jun 6, 2018 10:00:00 AM MST**<br>**Attendance is mandatory**<br>**Location: THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON JUNE 6, 2018 AT 10:00 AM MST, AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 320 WEST LINCOLN STREET, FIRST FLOOR CONFERENCE ROOM, PHOENIX, ARIZONA 85003. VENDORS MAY PARK IN SPACES DESIGNATED FOR OPS. YOU MAY ALSO PARTICIPATE VIA CONFERENCE CALL BY DIALING 602-506-9695 AND ENTERING PASS CODE 671693. VENDORS SHOULD MAKE EVERY EFFORT TO ATTEND IN PERSON.** |
| Bid Comments | **Maricopa County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Oracle Products, Services and Solutions (herein "Products and Services").**<br><br>**ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.** |

## Item Response Form

| | |
|---|---|
| Item | **180233-RFP--01-01 - ORACLE PRODUCTS AND SERVICES** |
| Quantity | **1 each** |

Prices are not requested for this item.

Delivery Location: **Maricopa County**

No Location Specified

**Qty** 1

**Description**
See attached Excel spreadsheet Attachment A

# NOTICE OF SOLICITATION

**SERIAL 180233-RFP**

**REQUEST FOR PROPOSAL FOR: ORACLE PRODUCTS AND SERVICES**

Notice is hereby given that Maricopa County is conducting this request for proposals, electronically through an outside agent, BidSync.com, until **2:00 P.M. MST** on **JUNE 26, 2018** for **SERIAL #180233-REQUEST FOR PROPOSALS FOR ORACLE PRODUCTS AND SERVICES**.

To participate in this bidding process, vendors shall register through BidSync.com. To register with BidSync, please go to (www.BidSync.com) and click on the orange 'Register' link. Registration has no cost and will allow you to access all of the bid information, bid documents, receive bid notifications, and submit a response. **ONLY RESPONSES THAT ARE SUBMITTED THROUGH BIDSYNC.COM WILL BE CONSIDERED FOR AWARD.**

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or (support@BidSync.com).

All responses shall be submitted **electronically** to BidSync.com prior to the bid closing. The bid will be listed under **"180233-RFP REQUEST FOR PROPOSAL FOR ORACLE PRODUCTS AND SERVICES".**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT (https://www.maricopa.gov/DocumentCenter/View/6453).**

**ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES WEB SITE UNDER THE SOLICITATION SERIAL NUMBER. THIS INFORMATION WILL ALSO BE POSTED ONLINE AT (WWW.BIDSYNC.COM).**

**FAILURE TO REVIEW ANY ADDENDA DOES NOT NEGATE YOUR INITIAL OFFER AND HOLDS THE RESPONDENT RESPONSIBLE FOR ANY CHANGES PRIOR TO BID CLOSING.**

DIRECT ALL INQUIRIES TO:

BRIAN WALSH
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3243
EMAIL: WALSHB@MAIL.MARICOPA.GOV

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON JUNE 6, 2018 AT 10:00 AM MST, AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 320 WEST LINCOLN STREET, FIRST FLOOR CONFERENCE ROOM, PHOENIX, ARIZONA 85003. VENDORS MAY PARK IN SPACES DESIGNATED FOR OPS. YOU MAY ALSO PARTICIPATE VIA CONFERENCE CALL BY DIALING 602-506-9695 AND ENTERING PASS CODE 671693. VENDORS SHOULD MAKE EVERY EFFORT TO ATTEND IN PERSON.**

**NOTE:** MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

**https://www.maricopa.gov/2191/Open-Solicitations**

**SERIAL 180233-RFP**

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**SERIAL 180233-RFP**

| | |
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**SERIAL 180233-RFP**

# REQUEST FOR PROPOSAL FOR: ORACLE PRODUCTS AND SERVICES

## 1.0 INTRODUCTION AND BACKGROUND

### 1.1 MASTER AGREEMENT

Maricopa County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Oracle Products, Services and Solutions (herein "Products and Services").

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

### 1.2 OBJECTIVES

1.2.1 Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

1.2.2 Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

1.2.3 Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

1.2.4 Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

1.2.5 Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

1.2.6 Provide Participating Public Agencies with environmentally responsible products and services.

### 1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

**Oracle Products, Services and Solutions:** Offerors are to propose the broadest possible selection of Oracle Products, Services and Solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Offerors should have demonstrated experience in providing the Products, Services and Solutions as defined in this RFP, including but not limited to:

1.3.1 **Perpetual Licenses –** applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.

1.3.2 **Engineered Systems –** integrated software and hardware systems offered by Oracle.

1.3.3 **Hardware, Servers, Storage and Networking -** any servers, storage and networking products offered by Oracle.

1.3.4 **Cloud Services** – Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.

1.3.5 **Consulting/Professional Services –** Consulting and integration services relating to Oracle products and services.

1.3.6 **Technical Support Services and/or Maintenance Support Services –** telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.

1.3.7 **Oracle Training and University Products -** Any related Oracle training including instructor lead classes and self-guided learning paths.

1.3.8 **Financing Services**– Financing services for orders and solutions.

## 1.4 U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts are available for use by the Lead Public Agency and, also, by other Participating Public Agencies.

### 1.4.1 National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

### 1.4.2 Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

*Current U.S. Communities Advisory Board Members*

Auburn University, AL
Beaverton School District, OR
City and County of Denver, CO
City of Charlotte, NC
City of Chicago, IL
City of El Paso, TX
City of Houston, TX
City of Kansas City, MO
City of Los Angeles, CA
City of Ocean City, NJ
City of Seattle, WA
Cobb County, GA
Denver Public Schools, CO
Emory University, GA
Fairfax County, VA
Fresno Unified School District, CA
Great Valley School District, PA
Harford County Public Schools, MD
Hennepin County, MN
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
North Carolina State University, NC
Onondaga County, NY
Port of Portland, OR
Prince William County Schools, VA
San Diego Unified School District, CA
State of Iowa, IA
State of Louisiana, LA
The Ohio State University, OH
The School District of Collier County

### 1.4.3 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Maricopa County is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Exhibit 3.

### 1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $250 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Maricopa County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than $168 Million Dollars of products and services from existing U.S. Communities contracts.

### 1.4.5 Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

1.4.6 **Evaluation of Proposals**

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively and meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1.5 INTENT**:**

This solicitation is to establish a nationwide purchasing agreement for the acquisition of Oracle products, services and solutions. The category descriptive examples in Section 2.2 are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Proposer to submit its complete Oracle offering so that Participating Public Agencies may order a wide array of products and services as appropriate for their needs.

Other governmental entities under agreement with the County may have access to products or services provided hereunder (see Sections 3.21, 3.22 and Exhibit 6, MICPA.)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

## 2.0 SCOPE OF WORK:

2.1 Mandatory Qualifications:
To be eligible for this contract any proposer shall meet the following:

2.1.1 Be a member of the Oracle Partner Network at the Platinum level. Responses should include confirmation from Oracle's Government Resell Programs Group that they are authorized to create a contract in response to this RFP with Oracle offerings, that the membership in the Oracle Partner Network in good standing, that they have the required Master Distribution Agreement and Public Sector Addendum in place, and that they offer multiple lines of Oracle products and services.

2.1.2 Represent, sell, and service all the Oracle Products listed below (Section 2.2);

2.1.3 Be able to service local governments, states, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations;

2.1.4 Have the resources to work with multiple entities at the same time;

2.1.5 Throughout the life of this contract, the successful Offeror will maintain expertise, resources and capabilities to:

2.1.5.1 Provide commercial hardware, software, services and solutions as ordered under the task order as a member of the Oracle Partner Network in good standing with all required distribution agreements;

2.1.5.2 Perform or have service delivery partners that can provide consulting, assessment, design, integration, installation and management of Services/Solutions at the task order level;

2.1.5.3 Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Maricopa County and Participating Public Agencies as authorized buyers off this contract;

2.1.5.4 Provide maintenance support Services/Solutions

2.1.5.5 Provide project management support for each deliverable under the contract;

2.1.5.6 Provide project specific and overall contract performance reporting, as required.

2.1.5.7 Provide on-going marketing of the contract by aligning and traveling with the U.S Communities Program Managers, administrative and marketing personnel engaged in directly promoting the contract to Participating Public Agencies through agency meetings, direct mail, national publications, annual meetings and other such activities.

2.2 PRODUCTS AND SERVICES REQUIRED:

2.2.1 **Perpetual Licenses –** applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.

2.2.2 **Engineered Systems –** integrated software and hardware systems offered by Oracle.

2.2.3 **Hardware, Servers, Storage, and Networking -** any servers, storage, and networking products offered by Oracle.

2.2.4 **Cloud Services** – Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.

2.2.5 **Consulting/Professional Services –** Consulting and integration services relating to Oracle products and services.

2.2.6 **Technical Support Services and/or Maintenance Support Services –** telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.

2.2.7 **Oracle Training and University Products -** Any related Oracle training including instructor lead classes and self-guided learning paths.

2.2.8 **Financing Services**– Financing services for orders and solutions.

2.3 STAFF EXPERIENCE:

2.3.1 For Maricopa County, full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work for this contract should be identified. Information is required that will show the composition of the task or work group, specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this contract. The technical areas, character and extent of participation by any subcontractor or consultant activity must be identified. Resumes of staff and proposed consultants are required that will indicate education, background, and recent relevant experience in providing Oracle Products, Services and Solutions. Current contact information is to be included.

2.3.2 Describe the credentials of staff and how they are certified and trained to provide the products and services required in paragraph 2.2 for Participating Public Agencies.

2.3.3 Describe the number and type of staff your company proposes to service this contract, i.e. technical, service, training, executive support, etc., and your hiring practices for such positions for Participating Public Agencies.

2.3.4 Describe your methodology for training Participating Public Agency end users.

2.3.5 Describe your experience with managing major government projects.

2.4 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.5 TRAINING:

The Contractor shall provide a minimum of (To be determined for each Task Order) to completely train County personnel in the use and care of the equipment.

2.6 WARRANTY:

2.6.1 The minimum warranty for products shall be 90-days, or the manufacturers' warranty, whichever is greater. Warranty replacement shall be done at no additional cost to the County. This includes special order or non-stock parts. Freight charges, transportation charges, etc. are all incurred by the Contractor. The effective date on all warranties shall commence upon the date of installation.

2.6.2 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

2.6.3 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

2.6.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

2.6.5 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

2.6.6 Contractor shall respond to all warranty requests within 24-hours of notification.

2.7 ACCEPTANCE:

2.7.1 **Perpetual Licenses** – Software is made available via a web link provided by the Licensor; there is no acceptance period for perpetual licenses.

2.7.2 **Engineered Systems and Hardware** - For Customer's Initial purchase of each Engineered Systems or Hardware the Contractor shall provide an acceptance test period (the "Test Period ") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, County shall determine whether the Equipment and Software meet the Contractor published electronic documentation, ("Specifications"). The Test Period shall be for at least ninety (90) calendar days, or as negotiated for that

specific project. If County has not given Contractor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement') within the Test Period, the Equipment and Software shall be deemed accepted. If County provides a Deficiency Statement within the Test Period, Contractor shall have thirty (30) calendar days to correct the deficiency, and the Customer shall have an additional sixty (60) calendar days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second thirty (30) calendar day period, the County may terminate this Contract. Upon any such termination, Contractor shall, at Contractor's cost, remove all equipment and software from County premises and equipment. County shall return all Equipment and Software to Contractor, and Contractor shall refund any monies paid by County to Contractor. Upon completion of these terms, neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.7.3 **Cloud Services – Cloud services are provisions via a web link provided by the cloud service** provider; there is no acceptance period for cloud services.

2.8 RETURN POLICY:

The Bidders shall state their return policy, time limitations, or restocking charges (if any) for such returns. Products will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued, in accordance with the Contractor's return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge shall be a separate line.

## 3.0 PROCUREMENT REQUIREMENTS:

3.1 DELIVERY:

3.1.1 Delivery shall be made within 48 hours after receipt of order (ARO)

3.1.2 Exceptions to delivery schedule will be special order items that must be identified.

3.1.3 Maricopa County reserves the right to obtain material on the open market in the event Contractors fail to make delivery and charge any price differential to the Contractor.

3.1.4 Delivery shall be F.O.B. Destination, Freight Prepaid.

3.2 EXPEDITED DELIVERY:

3.2.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

3.2.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

3.2.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

3.3.1 Contract Serial number.

3.3.2 Contractor's name and address.

3.3.3 Using Agency name and address.

3.3.4 Using Agency purchase order number.

3.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable.

3.4 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform and any price differential will be charged against the Contractor.

3.5 SHIPPING CHARGES:

3.5.1 Shipping costs will be borne by the Contractor. FOB: Destination.

3.5.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

3.6 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

3.7 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Department. These may be provided in hard copy or electronically.

3.8 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.9 INFRINGEMENT DEFENSE INDEMNIFICATION:

3.9.1 Defense and Indemnity: Contractor shall defend, Participate and Share in the Cost, as defined below, in the full defense of the County against any Claim, as defined below, and will indemnify and hold harmless the County as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this Section are conditioned on the following: (i) County promptly notifies Contractor of the Claim in writing upon made aware of the Claim; (ii) County gives Contractor lead authority and County being control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense, and (iii) County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against County alleging that Contractor software, or its upgrades, modifications, or revisions, as of its delivery date under this Agreement, infringes a valid

U.S. patent, copyright or trademark. For the purposes of this section, "Participate and Share in the Costs" means Contractor will assist the County in the defense of the claim, to the extent agreed to by the parties, except that Contractor shall be solely responsible for any and all costs adjudged in a successful Claim against the County.

3.9.2 Remedial Measures: If software becomes, or Contractor reasonably believes use of software may become, the subject of a Claim, Contractor may, at its own expense and option: (i) procure for County the right to continue use of the Product; (ii) replace or modify the software; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to County a pro-rated portion of the applicable fees for software based on a linear depreciation monthly over 10 year useful life, in which case County will cease all use of software and return it to Contractor.

3.9.2.1 Exceptions: Contractor will have no defense or indemnity obligation for any Claim based on: (i) modifications by someone other than Contractor; (ii) software has been modified by Contractor in accordance with County-provided specifications or instructions; (iii) use or combination by the County of software with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor; (vi) possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Contractor, and may include, without limitation, products ordered by County from third parties. However, components of Contractor branded Products are not Third Party Products if they are both: (i) embedded in Third Party Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Contractor's price list, quotes, order specifications forms or Documentation.

3.9.3 The foregoing states Contractor's entire liability, and County's sole and exclusive remedy except as provided at law or equity, with respect to any infringement or misappropriate of any intellectual property rights of another party.

3.10 SOURCE CODE ESCROW REQUIREMENT (IF APPLICABLE):

3.10.1 The Contractor shall provide all source code and any updates or fixes for the Contractor Commercial Off the Shelf ("COTS") application software that Maricopa County has purchased from Contractor for safekeeping with a mutually acceptable escrow agent within thirty (30) days of award. The software source deposited with the escrow agent will be a snapshot of all source code maintained by Contractor in the form of a Microsoft Visual Source Safe Archive. In this way, as beneficiary of the escrow agreement between Contractor and escrow agent, Maricopa County will have access to all source code of the products that they license for all versions of the software. Furthermore, the escrowed code shall include all code specifically developed for Maricopa County including, but not limited to: interfaces, Extraction-Transformation-Loading (ETL) routines for data conversion, and all custom code. Upon taking possession of the source code, Maricopa County will have the right to use the source for products that they license in the versions currently installed on the System or any subsequent versions in the archive. Contractor will make a deposit of the Source Safe Archive with the escrow agent upon the release of version release or once every six (6) months, whichever occurs first.

3.10.2 Maricopa County hereby agrees to pay the yearly standard fee for a beneficiary of the source code.

3.10.3 Maricopa County shall have access to the source code in the event any of the following circumstances:

3.10.3.1 the sale, assignment, or transfer to any third party of any of Contractor's rights in the licensed product (or any portion thereof) if such sale, assignment, or transfer would prevent Contractor from fully performing any of its obligations under any agreement with Maricopa County;

3.10.3.2 Contractor becomes insolvent or commits any affirmative act of insolvency, or generally fails to pay, or admits in writing its inability to pay, debts as they become due, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under, or case in, any bankruptcy or insolvency law, or Contractor takes any action to authorize, or in the furtherance of, any of the foregoing;

3.10.3.3 Contractor discontinues providing full support and maintenance services for the licensed product in accordance with its obligations pursuant to any agreement with Maricopa County;

3.10.3.4 Contractor has ceased to do business or improperly refuses to provide any services pursuant to any agreement with Maricopa County;

3.10.3.5 Contractor has breached (and if subject to a cure period, has not cured such breach within such period) any material term or condition of any agreement with Maricopa County;

3.10.3.6 Any change of control of Contractor or Contractor's parent company, where such party is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of such party are acquired by any entity, or such party is merged with or into another entity to form a new entity; or

3.10.3.7 Any other circumstance in which Maricopa County is entitled to access or use the applicable deposit materials (including, but not limited to, the source code) under the express terms of any agreement between Contractor and Maricopa County.

3.10.4 Upon Maricopa County taking possession of the source code, Maricopa County hereby agrees as follows:

3.10.4.1 Maricopa County accepts full and total responsibility for the safekeeping of the source code. Maricopa County agrees that such source code shall be subject to the restrictions of transfer, sale, and reproduction placed on the software itself as stated in the software license signed by all parties.

3.10.4.2 Maricopa County agrees to only use source code related to applications for which they own a license. There will be source from other applications in the archive.

3.10.4.3 Maricopa County agrees, if so ordered by a court of competent jurisdiction, to compensate Contractor for any and all damages Contractor suffers, to include reasonable attorney's fees, resulting directly or indirectly from, but not limited to, the mishandling, misuse, or theft of the source code, regardless of intent, or the absence thereof, by Maricopa County, its employees, agents and third party contractors.

3.10.4.4 No license under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of the source code to Maricopa County. The Contractor's disclosure of the source code to Maricopa County shall not constitute any representation, warranty, assurance, guarantee or inducement by the Contractor to Maricopa County of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons or of Contractor.

3.10.4.5 Contractor will not be responsible for maintaining the source code. Furthermore, Contractor will not be liable for any consequences related to the use of source code modified by Maricopa County.

3.11 CONTRACTOR EMPLOYEE MANAGEMENT:

3.11.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this Contract. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.11.2 Contractor shall not reassign any key personnel without the express consent of the County.

3.11.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.11.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason. Said requested removal shall not be subject to part 3.9.1 of this section.

3.12 TRAINING:

The Contractor shall provide training services as needed, depending on the product or service purchased, to completely train County personnel in the use and care of the equipment. All training shall take place on-site at Maricopa County.

3.13 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Department.

3.14 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., MST, Monday through Friday.

3.15 USAGE REPORT:

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.16 BACKGROUND CHECK:

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.17 INVOICES AND PAYMENTS:

3.17.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

3.17.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.17.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/922/Vendors).

3.17.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.17.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.18 APPLICABLE TAXES:

3.18.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.18.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.18.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.19 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.20 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the tax percentage in their proposal.

3.21 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of $AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.22 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

3.23 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Department to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.24 ISRAEL BOYCOTT:

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, A.R.S. § 35-393 *et seq*.

3.25 CONFIDENTIALITY:

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a proposal to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge or disseminate to any third party-persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

3.26 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

## 4.0 CONTRACTUAL AND SPECIAL TERMS & CONDITIONS:

4.1 **DRAFT CONTRACT SEE EXHIBIT 4:**

## 5.0 INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)

Proposers are solely responsible for submitting proposals, and any modifications or withdrawals, to be received at the time and designated location required by the solicitation (RFP, or any other solicitation notice).

Any proposal, modification, or withdrawal received after the designated time is "late" and will be rejected and shall not be evaluated per Paragraph MC1-320 of the Maricopa County Procurement Code.

5.1 ESTIMATED SCHEDULE OF EVENTS:

| | |
|---|---|
| Request for Proposals Issued: | May 18, 2018 |
| Pre-Proposal Conference: | June 6, 2018 @ 10:00AM MST |

Deadline for written questions is two (2) business days after Pre-Proposal Conference. Questions will ***not*** be responded to prior to the Pre-Proposal Conference or after the two (2) business day deadline has elapsed. All questions and answers shall be posted to (www.bidsync.com) under the Q&A's tab for the solicitation and must be received by the end of business, 5:00 PM MST.

| | |
|---|---|
| Proposals Opening Date: | June 26, 2018 |

Deadline for submission of proposals is 2:00 P.M., MST, on June 26, 2018. All proposals must be received before 2:00 P.M., Arizona Time, on the date above via BidSync.com.

| | |
|---|---|
| Proposed review of Proposals and short list decision: | July 10-12th, 2018 |
| Proposed Respondent presentations: (if required) | August 1, 2018 |
| Proposed selection and negotiation: | August 15th, 2018 |
| Proposed Best & Final (if required) | August 20th, 2018 |
| Proposed award of Contract: | October, 2018 |

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

5.2 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:
Brian Walsh, Senior Procurement Officer, 602/506-3243
(walshb@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

5.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall submit their proposals electronically via the BidSync.com system in accordance with Section 5.5 as follows:

- Respondents shall upload each response document individually.
- All documents must be uploaded in their native file format (Word, Excel, etc.).
- The following naming convention shall be utilized for each document: Vendor Name – Document Name as indicated in section 5.5.
- In the event that the Respondent would like to request that certain documents be held confidential, they need to have a name indicating confidential. Please see Exhibit 4 – Draft Contract section 6.37 Public Records for more information.
- Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments (Attachment B). All prices shall be held firm for a period of one year after the RFP closing date.

5.4 GENERAL CONTENT:

5.4.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

5.4.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

5.5 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal must be submitted electronically and have sections clearly labeled as below: (Responses are limited to 150 pages, 10 point font type).

5.5.1 Letter of Transmittal (Exhibit 2)

5.5.2 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

5.5.3 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer for all requirements in section 2.0 (Scope

of Services should also include the confirmation that you are authorized partner as called for in section 2.1.1.

5.5.4 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

5.5.5 Proposal exceptions

5.5.6 Attachment A (Pricing)

5.5.7 Attachment B (Agreement Page)

5.5.8 Attachment C (References)

5.5.9 Attachment D (U.S. Communities Required Information)

5.5.10 Draft Contract with any requested exceptions redlined

5.6 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 180233–RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 180233-RFP". **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 180233-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the rights to; accept any exception, discuss the exemption with the offeror, or reject any exception.

5.7 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed in descending or equal order of importance.

5.7.1 Respondent's Proposed Solution / Compliance with Specifications (Including the ability to sell all Oracle products).
5.7.2 Respondent Qualifications, including national capabilities
5.7.3 Price

**NOTE 1: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.**

**NOTE 2: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A BID. FOR THIS INFORMATION, GO TO: (https://www.maricopa.gov/DocumentCenter/View/6453).**

**SERIAL 180233-RFP**

# ATTACHMENT A

## PRICING

SEE BIDSYN.COM EXCEL SPREADSHEET STAND-ALONE PRICING PAGE

**SERIAL 180233-RFP**

# ATTACHMENT B

## AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

**BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND STANDARD CONTRACT'S TERMS AND CONDITIONS LOCATED AT (http://www.maricopa.gov/DocumentCenter/View/6453) AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

[] Small Business Enterprise (SBE)

| | |
|---|---|
| RESPONDENT (FIRM) SUBMITTING PROPOSAL | FEDERAL TAX ID NUMBER / DUNS # |
| PRINTED NAME AND TITLE | AUTHORIZED SIGNATURE |
| ADDRESS | TELEPHONE / FAX # |
| CITY STATE ZIP | DATE |
| WEB SITE | EMAIL ADDRESS |

# ATTACHMENT C

## RESPONDENT'S REFERENCES

**RESPONDENT SUBMITTING PROPOSAL:** _____

1. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

# ATTACHMENT D

## US COMMUNITIES REQUIREMENTS

## I. SUPPLIER QUALIFICATIONS

### Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

## II. U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

**The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Exhibit 7) and submit with the supplier's proposal without exception or alteration. Failure to do so shall result in disqualification.**

## III. SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____

B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:
_____ Sales between $0 and $25,000,000
_____ Sales between $25,000,001 and $50,000,000
_____ Sales between $50,000,001 and $100,000,000
_____ Sales greater than $100,000,001

E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES____ NO____

F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____

G. Will your company commit to the following implementation schedule?
YES____ NO____

H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES____ NO_____

---

_____
Submitted by:

_____ _____
*(Printed Name)* *(Signature)*

_____ _____
*(Title)* *(Date)*

## IV. NEW SUPPLIER IMPLEMENTATION CHECKLIST

| New Supplier Implementation Checklist | Target Completion After Award |
|---|---|
| **1. First Conference Call** | **One Week** |
| Initial Kick Off Call to discuss expectations | |
| Set Contract Launch Date & Outline Kick Off Plan | |
| Establish initial contact people & roles/responsibilities | |
| Supplier Log-In Credentials established | |
| Set Agency Webinar Dates | |
| **2. Executed Legal Documents** | **One Week** |
| U.S. Communities Admin Agreement | |
| Lead Public Agency agreement signed | |
| **3. Program Contact Requirements** | **One Week** |
| Supplier contacts communicated to U.S. Communities Staff | |
| Dedicated email | |
| Dedicated toll free number | |
| **4. Second Conference Call** | **Two Weeks** |
| Establish Sales Training Webinar Dates | |
| Complete Supplier Set Up Form | |
| Complete User Account and User ID Form | |
| Identify Dates for Senior Management Meeting | |
| Review Contract Commitments | |
| **5. Marketing Kick Off Call** | **Two Weeks** |
| Overview of Marketing Requirements | |
| Establish Timeline for Marketing Deliverables | |
| Set Weekly Marketing Call | |
| Discuss Agency Webinar Slides & Set Timeframe for Deliverables | |
| **6. Initial NAM & Staff Training Meetings** | **Three Weeks** |
| Discuss expectations, roles & responsibilities | |
| Introduce and review web-based tools | |
| Review process & expectations of Lead Referral contact with NAM & identified LRC | |
| **7. Senior Management Meeting** | **Four Weeks** |
| Implementation Process Progress Report | |
| U.S. Communities & Vendor Organizational Overview | |
| Supplier Manager to review & further discuss commitments | |
| **8. Review Top Joint Target Opportunities** | **Five Weeks** |
| Top 10 Local Contracts | |
| Review top U.S. Communities PPA's | |
| **9. Web Development** | |
| Initiate E-Commerce Conversation | **Two Weeks** |
| Product Upload to U.S. Communities site | **Five Weeks** |
| **10. Sales Training & Roll Out** | |
| Program Manager briefing - Coordinate with NAM | **Five Weeks** |
| Initial remote WebEx training for all sales - Coordinate with NAM | **Three Weeks** |
| Initiate contact with Advisory Board (AB) members | **Six Weeks** |
| Determine PM & Local Metro teams strategy sessions | **Six Weeks** |
| **11. Marketing – see marketing deliverables checklist as reviewed with marketing contact** | **Eight Weeks** |
| **12. Agency Webinars** | **Post Launch** |

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## V. SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

**National Commitments**

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown above in the Supplier Qualifications Section.

**Company Overview**

1. Provide the total number and location of sales persons employed by your company in the United States.

***Example:***

| NUMBER OF SALES REPRESENTATIVES | CITY | STATE |
|---|---|---|
| 13 | Phoenix | AZ |
| 6 | San Francisco | CA |
| 10 | Atlanta | GA |
| 12 | Boise | ID |
| 6 | Lexington | KY |
| 5 | New Orleans | LA |
| 3 | Philadelphia | PA |
| | Etc. | Etc. |
| **Total: 366** | | |

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

3. Explain how your company will educate its sales force about the Master Agreement.

4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

| SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017 | | | |
|---|---|---|---|
| **Segment** | **2015 Sales** | **2016 Sales** | **2017 Sales** |
| Cities | | | |
| Counties | | | |
| K-12 (Pubic/Private) | | | |
| Higher Education (Public/Private) | | | |
| States | | | |
| Other Public Sector and Nonprofits | | | |
| Federal | | | |
| Private Sector | | | |
| ***Total Supplier Sales*** | | | |

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

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| SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017 | | | |
|---|---|---|---|
| **Segment** | **2015 Sales** | **2016 Sales** | **2017 Sales** |
| Cities | | | |
| Counties | | | |
| K-12 (Pubic/Private) | | | |
| Higher Education (Public/Private) | | | |
| States | | | |
| Other Public Sector and Nonprofits | | | |
| Federal | | | |
| Private Sector | | | |
| ***Total Supplier Sales*** | | | |

6. Provide a list of your company's ten largest public agency customers, including contact information.

7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

**Order Processing and Distribution**

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

2. How do you help Public Agencies assess their needs and decide on a scope of work for a project?

3. In what formats do you accept orders (telephone, ecommerce, etc.)?

4. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

5. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

6. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

7. Describe how your company proposes to distribute the Products and Services nationwide.

8. Identify all other companies that will be involved in processing, handling or shipping the Products and Services to the end user.

9. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).

10. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

11. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

    a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.

    b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

**Marketing and Sales**

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

   $_____.00 in year one
   $_____.00 in year two
   $_____.00 in year three

**National Staffing Plan**

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in the New Supplier Implementation Checklist, above, along with the amount of time to be devoted to implementation.

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

| Role | Description of Role | Person Responsible and Title | Time Commitment (%) |
|---|---|---|---|
| Executive Sponsor | Responsible for the corporate commitment. Works with Supplier Manager. | | |
| National Account Manager | Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager. | | |
| Lead Referral Manager | Responsible for distributing leads generated through the USC website. | | |
| Marketing Lead | Responsible for all marketing efforts. Works with USC marketing regularly. | | |
| IT Lead | Responsible for building USC landing page for supplier. | | |
| Reporting Lead | Responsible for providing monthly reports to USC. | | |

3. Provide an organizational chart of your company.

4. Submit a bio for each of the below personnel:

a. The person your company proposes to serve as the National Accounts Manager;

b. Each person that will have primary responsibility for U.S. Communities account management; and

c. Key executive personnel that will be supporting the program.

**Products, Services and Solutions**

1. Provide a description of how your offering meets the requirements set forth in Section 2 of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.

2. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.

4. State your normal delivery time (in days) and any options for expediting delivery, if applicable.

5. Please state your backorder policy.

6. Please state restocking fees and procedures for returning products.

**Environmental**

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.

2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.

3. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

**Financial Statements**

1. Submit your latest Dun & Bradstreet report.

2. Please include an audited income statement and balance sheet from the most recent reporting period.

**Additional Information**

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

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# EXHIBIT 1

## BIDSYNC REGISTRATION AND ELECTRONIC SUBMISSION REQUIREMENTS

BidSync.com Registration is FREE and REQUIRED for all vendors.

Register On-line at (https://www.bidsync.com).

Select Free Registration. Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or (agencysupport@BidSync.com).

## BIDSYNC ELECTRONIC SUBMISSION INSTRUCTIONS

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

A. Login to www.bidsync.com;
B. Locate the bid (solicitation) to which you are responding;
    a. Click the "Search" tab on the top left of the page;
    b. Enter keyword or bid (solicitation) number and click "Search";
C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
D. "View and Accept" documents in the document section;
E. Select "Place Offer" found at the bottom of the page;
F. Enter your pricing, notes, other required information, and upload attachments to this page;
G. Click "Submit" at the bottom of the page;
H. Review Offer(s); and
I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted. Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that

suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including County purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted. If you have not been asked to enter your password and click Save to save your response, your offer has not been updated.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

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# EXHIBIT 2

## SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County
Office of Procurement Services
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: 180233-RFP, ORACLE PRODUCTS AND SERVICES

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

_____
NAME (please print)

_____
SIGNATURE

_____
TITLE (please print)

# EXHIBIT 3

## OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.

2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): (www.gsa.gov).

2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.

2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.

3.0 Commercial air travel shall be reimbursed as follows:

3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.

3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.

3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.

4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.

4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase this coverage.

4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)

4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.

4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.

4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.

5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

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# EXHIBIT 4

## DRAFT CONTRACT

SEE WORD FILE 180233-EXHIBIT 4 DRAFT CONTRACT

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## EXHIBIT 5
## INSURANCE CERTIFICATE EXAMPLE

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A : | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

**SERIAL 180233-RFP**

## EXHIBIT 6

## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

**RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.

2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.

5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

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6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.

8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.

9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

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**EXHIBIT 7**

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

**RECITALS**

WHEREAS, _____("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

**ARTICLE I**

**GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

## ARTICLE II

## TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

## ARTICLE III

## REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such

representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

## ARTICLE IV

## PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

## ARTICLE V

## FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in

the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

(i) Supplier's Product Number
(ii) Product Description
(iii) Manufacturer Name
(iv) Manufacturer Number
(v) Unit of Measure
(vi) U.S. Communities Price
(vii) Number of times ordered
(viii) Units sold
(ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## ARTICLE VI

## MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:
U.S. Communities
9711 Washingtonian Blvd. Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier:
_____
_____
_____
_____
Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional

remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

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IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: Kevin Juhring

Title: President

Supplier:

_____

By _____

Name: _____

Title: _____

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# SALES REPORT FORMAT

**Appendix B - US (Data Format)**

**Sales Report Template**

| TIN | Supplier ID | Account No. | Agency Name | Dept Name | Address | City | State | Zip | Agency Type | Year | Qtr | Month | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 956000735 | 178 | 89518997 | CITY OF LA/MGMT EMPL SVCS | Purchasing | 555 RAMIREZ ST STE 312 | LOS ANGELES | CA | 90012 | 20 | 2015 | 3 | 1 | 1525.50 |
| 956000222 | 178 | 34868035 | LOS ANGELES COUNTY | Facilities | 350 S FIGUEROA ST STE 700 | LOS ANGELES | CA | 90071 | 30 | 2015 | 3 | 1 | 1603.64 |
| 956000735 | 178 | 89496461 | CITY OF LA/ENVIRON AFFAIR | Purchasing | 555 RAMIREZ ST STE 312 | LOS ANGELES | CA | 90012 | 20 | 2015 | 3 | 1 | 1625.05 |
| 956000735 | 178 | 89374835 | CITY OF LA/COMMUNITY DEV | Purchasing | 555 RAMIREZ ST STE 312 | LOS ANGELES | CA | 90012 | 20 | 2015 | 3 | 1 | 45090.79 |
| 066002010 | 178 | 328NA0001053 | GROTON TOWN OF PUBLIC WORKS | Water | 123 A St. | GROTON | CT | 06340 | 20 | 2015 | 3 | 1 | 318.00 |
| 066001854 | 178 | 328NA0001051 | GROTON CITY OF | Administration | 123 A St. | GROTON | CT | 06340 | 20 | 2015 | 3 | 1 | 212.00 |

**SALES REPORT DATA FORMAT**

| Column Name | Required | Data Type | Length | Example | Comment |
|---|---|---|---|---|---|
| TIN | Optional | Text | 9 | 956000735 | No Dash, Do not omit leading zero. |
| Supplier ID | Yes | Number | 3 | 111 | See Supplier ID Table Below |
| Account No. | Yes | Text | 25 max | Depends on supplier account no. | |
| Agency Name | Yes | Text | 255 max | Los Angeles County | |
| Dept Name | Optional | Text | 255 max | Purchasing Dept | |
| Address | Yes | Text | 255 max | | |
| City | Yes | Text | 255 max | Los Angeles | Must be a valid City name |
| State | Yes | Text | 2 | CA | |
| Zip | Yes | Text | 5 | 90071 | No Dash, Do not omit leading zero, Valid zip code |
| Agency Type | Yes | Number | 2 | 30 | See Agency Type Table Below |
| Year | Yes | Number | 4 | 2010 | |
| Qtr | Yes | Number | 1 | 4 | |
| Month | Yes | Number | 2 | 12 | |
| Amount | Yes | Number | variable | 45090.79 | Two digit decimal point, no $ sign or commas |

**Agency Type Table**

| Agency Type ID | Agency Type Description |
|---|---|
| 10 | K-12 |
| 11 | Community College |
| 12 | College and University |
| 20 | City |
| 21 | City Special District |
| 22 | Consolidated City/County |
| 30 | County |
| 31 | County Special District |
| 40 | Federal |
| 41 | Crown Corporations |
| 50 | Housing Authority |
| 80 | State Agency |
| 81 | Independent Special District |
| 82 | Non-Profit |
| 84 | Other |

**EXHIBIT 8**

**SERIAL 180233-RFP**

# EXHIBIT 8

## STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Washington

| AgencyName | State | | |
|---|---|---|---|
| Malama Honua Public Charter School | HI | COUNTY OF MAUI | HI |
| ST JOHN THE BAPTIST | HI | DEPARTMENT OF EDUCATION | HI |
| Waimanalo Elementary and Intermediate School | HI | Lanai Community Health Center | HI |
| Kailua High School | HI | Maui High Band Booster Club | HI |
| PACIFIC BUDDHIST ACADEMY | HI | Big Brothers Big Sisters | HI |
| HAWAII TECHNOLOGY ACADEMY | HI | Tri-Isle Resource Conservation and Development District | HI |
| CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC. | HI | Manoa Heritage Center | HI |
| MARYKNOLL SCHOOL | HI | Olanur | HI |
| ISLAND SCHOOL | HI | Kumulani Chapel | HI |
| STATE OF HAWAII, DEPT. OF EDUCATION | HI | Chamber of Commerce Hawaii | HI |
| KE KULA O S. M. KAMAKAU | HI | Naalehu Assembly of God | HI |
| KAMEHAMEHA SCHOOLS | HI | outrigger canoe club | HI |
| HANAHAU`OLI SCHOOL | HI | One Kalakaua | HI |
| KIHEI CHARTER SCHOOL | HI | Native Hawaiian Hospitality Association | HI |
| EMMANUAL LUTHERAN SCHOOL | HI | Islands Hospice Inc | HI |
| School Lunch Program | HI | St. Theresa School | HI |
| Ewa Makai Middle School | HI | Hawaii Peace and Justice | HI |
| Variety School of Hawaii | HI | Kauai Youth Basketball Association | HI |
| Our Savior Lutheran School | HI | NA HALE O MAUI | HI |
| Maui Police Department | HI | LEEWARD HABITAT FOR HUMANITY | HI |
| BOARD OF WATER SUPPLY | HI | WAIANAE COMMUNITY OUTREACH | HI |
| MAUI COUNTY COUNCIL | HI | NA LEI ALOHA FOUNDATION | HI |
| Kauai County Council | HI | HAWAII FAMILY LAW CLINIC DBA ALA KUOLA | HI |
| Honolulu Fire Department | HI | BUILDING INDUSTRY ASSOCIATION OF HAWAII | HI |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| UNIVERSITY OF HAWAII FEDERAL CREDIT UNION | HI |
| LANAKILA REHABILITATION CENTER INC. | HI |
| POLYNESIAN CULTURAL CENTER | HI |
| CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST | HI |
| BISHOP MUSEUM | HI |
| ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA | HI |
| ASSOSIATION OF OWNERS OF KUKUI PLAZA | HI |
| MAUI ECONOMIC DEVELOPMENT BOARD | HI |
| NETWORK ENTERPRISES, INC. | HI |
| HONOLULU HABITAT FOR HUMANITY | HI |
| ALOHACARE | HI |
| ORI ANUENUE HALE, INC. | HI |
| IUPAT, DISTRICT COUNCIL 50 | HI |
| GOODWILL INDUSTRIES OF HAWAII, INC. | HI |
| HAROLD K.L. CASTLE FOUNDATION | HI |
| MAUI ECONOMIC OPPORTUNITY, INC. | HI |
| EAH, INC. | HI |
| PARTNERS IN DEVELOPMENT FOUNDATION | HI |
| HABITAT FOR HUMANITY MAUI | HI |
| W. M. KECK OBSERVATORY | HI |
| HAWAII EMPLOYERS COUNCIL | HI |
| HAWAII STATE FCU | HI |
| MAUI COUNTY FCU | HI |
| PUNAHOU SCHOOL | HI |
| YMCA OF HONOLULU | HI |
| EASTER SEALS HAWAII | HI |
| AMERICAN LUNG ASSOCIATION | HI |
| Pohaha I Ka Lani | HI |
| Hawaii Area Committee | HI |
| Tri-Isle RC&D | HI |
| Lanai Federal Credit Union | HI |
| Hawaii Bicycling League | HI |
| Aloha United Way | HI |
| Kipuka o Ke Ola | HI |
| READ TO ME INTERNATIONAL FOUNDATION | HI |
| MAUI FAMILY YMCA | HI |
| WAILUKU FEDERAL CREDIT UNION | HI |
| ST. THERESA CHURCH | HI |
| HALE MAHAOLU | HI |
| West Maui Community Federal Credit Union | HI |
| Hawaii Island Humane Society | HI |
| Western Pacific Fisheries Council | HI |
| Kama'aina Care Inc | HI |
| International Archaeological Research Institute, Inc. | HI |
| Community Empowerment Resources | HI |
| Tutu and Me Traveling Preschool | HI |
| First United Methodist Church | HI |
| United Chinese Society | HI |
| Haggai Institue | HI |
| St. Francis Healthcare System | HI |
| AOAO Royal Capitol Plaza | HI |
| Kumpang Lanai | HI |
| Child and Family Service | HI |
| MARINE SURF WAIKIKI, INC. | HI |
| Hawaii Health Connector | HI |
| Hawaii Carpenters Market Recovery Program Fund | HI |
| Maui Aids Foundation Inc | HI |
| Pukalani Baptist Church | HI |
| Puu Heleakala Community Association | HI |
| Saint Louis School | HI |
| Kailua Racquet Club, Ltd. | HI |
| Homewise Inc. | HI |
| Hawaii Baptist Academy | HI |
| Kroc Center Hawaii | HI |
| Kupu | HI |
| University of the Nations | HI |
| ARGOSY UNIVERSITY | HI |
| HAWAII PACIFIC UNIVERSITY | HI |
| UNIVERSITY OF HAWAII AT MANOA | HI |
| RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII | HI |
| BRIGHAM YOUNG UNIVERSITY - HAWAII | HI |
| Kauai Community College | HI |
| University Clinical Research and Association | HI |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| Hawaii Medical College | HI |
| CHAMINADE UNIVERSITY OF HONOLULU | HI |
| Ricoh | HI |
| ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII | HI |
| Hawaii Information Consortium | HI |
| Leeward Community Church | HI |
| E Malama In Keiki O Lanai | HI |
| Keawala'i Congregational Church | HI |
| Lanai Community Hospital | HI |
| Angels at Play Preschool & Kindergarten | HI |
| Queen Emma Gardens AOAO | HI |
| FAMILY SUPPORT SERVICES OF WEST HAWAII | HI |
| Tetrahedron Sourcing | HI |
| Honolulu Community College | HI |
| COLLEGE OF THE MARSHALL ISLANDS | HI |
| DOT Airports Division Hilo International Airport | HI |
| Judiciary - State of Hawaii | HI |
| ADMIN. SERVICES OFFICE | HI |
| SOH- JUDICIARY CONTRACTS AND PURCH | HI |
| STATE DEPARTMENT OF DEFENSE | HI |
| HAWAII CHILD SUPPORT ENFORCEMENT AGENCY | HI |
| HAWAII HEALTH SYSTEMS CORPORATION | HI |
| HAWAII AGRICULTURE RESEARCH CENTER | HI |
| STATE OF HAWAII | HI |
| Third Judicial Circuit - State of Hawaii | HI |
| State of Hawaii Department of Transportation | HI |
| Office of the Governor | HI |
| State of Hawaii-Department of Health-Disability & Communication Access | HI |
| State of Hawaii Department of Human Services | HI |
| CITY AND COUNTY OF HONOLULU | HI |
| Lanai Youth Center | HI |
| Silver Dolphin Bistro | HI |
| Commander, Navy Region Hawaii | HI |
| US Navy | HI |
| Defense Information System Agency | HI |
| 84th Engineer Battalion | HI |
| Department of Veterans Affairs | HI |
| Hawaii County | HI |
| Honolulu County | HI |
| Kauai County | HI |
| Maui County | HI |
| Kalawao County | HI |
| Aiea | HI |
| Anahola | HI |
| Barbers Point N A S | HI |
| Camp H M Smith | HI |
| Captain Cook | HI |
| Eleele | HI |
| Ewa Beach | HI |
| Fort Shafter | HI |
| Haiku | HI |
| Hakalau | HI |
| Haleiwa | HI |
| Hana | HI |
| Hanalei | HI |
| Hanamaulu | HI |
| Hanapepe | HI |
| Hauula | HI |
| Hawaii National Park | HI |
| Hawaiian Ocean View | HI |
| Hawi | HI |
| Hickam AFB | HI |
| Hilo | HI |
| Holualoa | HI |
| Honaunau | HI |
| Honokaa | HI |
| Honolulu | HI |
| Honomu | HI |
| Hoolehua | HI |
| Kaaawa | HI |
| Kahuku | HI |
| Kahului | HI |
| Kailua | HI |
| Kailua Kona | HI |
| Kalaheo | HI |
| Kalaupapa | HI |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | | | |
|---|---|---|---|
| Kamuela | HI | Pearl Harbor | HI |
| Kaneohe | HI | Pepeekeo | HI |
| Kapaa | HI | Princeville | HI |
| Kapaau | HI | Pukalani | HI |
| Kapolei | HI | Puunene | HI |
| Kaumakani | HI | Schofield Barracks | HI |
| Kaunakakai | HI | Tripler Army Medical Center | HI |
| Kawela Bay | HI | Volvano | HI |
| Keaau | HI | Wahiawa | HI |
| Kealakekua | HI | Waialua | HI |
| Kealia | HI | Waianae | HI |
| Keauhou | HI | Waikoloa | HI |
| Kekaha | HI | Wailuku | HI |
| Kihei | HI | Waimanalo | HI |
| Kilauea | HI | Waimea | HI |
| Koloa | HI | Waipahu | HI |
| Kualapuu | HI | Wake Island | HI |
| Kula | HI | Wheeler Army Airfield | HI |
| Kunia | HI | Brigham Young University - Hawaii | HI |
| Kurtistown | HI | Chaminade University of Honolulu | HI |
| Lahaina | HI | Hawaii Business College | HI |
| Laie | HI | Hawaii Pacific University | HI |
| Lanai City | HI | Hawaii Technology Institute | HI |
| Laupahoehoe | HI | Heald College - Honolulu | HI |
| Lawai | HI | Remington College - Honolulu Campus | HI |
| Lihue | HI | University of Phoenix - Hawaii Campus | HI |
| M C B H Kaneohe Bay | HI | Hawaii Community College | HI |
| Makawao | HI | Honolulu Community College | HI |
| Makaweli | HI | Kapiolani Community College | HI |
| Maunaloa | HI | Kauai Community College | HI |
| Mililani | HI | Leeward Community College | HI |
| Mountain View | HI | Maui Community College | HI |
| Naalehu | HI | University of Hawaii at Hilo | HI |
| Ninole | HI | University of Hawaii at Manoa | HI |
| Ocean View | HI | Windward Community College | HI |
| Ookala | HI | Canby School District No 86 | OR |
| Paauhau | HI | Central School District 13J (Polk | |
| Paauilo | HI | County, Oregon) | OR |
| Pahala | HI | Milton-Freewater Unified School | |
| Pahoa | HI | District No 7 | OR |
| Paia | HI | Scappoose Adventist School | OR |
| Papaaloa | HI | COLUMBIA CHRISTIAN SCHOOL | OR |
| Papaikou | HI | Ontario School District 8C | OR |
| Pearl City | HI | Trillium Charter School | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| Echo School District | OR |
| Warrenton Hammond School | OR |
| Phoenix-Talent Schools | OR |
| Immanuel Lutheran School | OR |
| The Emerson School | OR |
| Columbia Academy | OR |
| VALLEY CATHOLIC SCHL | OR |
| CROOK COUNTY SCHOOL DISTRICT | OR |
| CORBETT SCHL DIST #39 | OR |
| Trinity Lutheran Church and School | OR |
| Bethel School District #52 | OR |
| OREGON CITY PUBLIC SCHL | OR |
| Ppmc Education Committee | OR |
| Stayton Christian School | OR |
| South Columbia Family School | OR |
| Sunrise Preschool | OR |
| St. Therese Parish/School | OR |
| PINE-EAGLE SCHOOL DISTRICT 061 | OR |
| Portland YouthBuilders | OR |
| Wallowa County ESD | OR |
| Fern Ridge School District 28J | OR |
| Knova Learning | OR |
| Jackson County School District No. 5 | OR |
| New Horizon Christian School | OR |
| MOLALLA RIVER ACADEMY | OR |
| HIGH DESERT EDUCATION SERVICE DISTRICT | OR |
| St. Luke Catholic School | OR |
| SOUTHWEST CHARTER SCHOOL | OR |
| WHITEAKER MONTESSORI SCHOOL | OR |
| CASCADES ACADEMY OF CENTRAL OREGON | OR |
| NEAH-KAH-NIE DISTRICT NO.56 | OR |
| INTER MOUNTAIN ESD | OR |
| STANFIELD SCHOOL DISTRICT | OR |
| LA GRANDE SCHOOL DISTRICT | OR |
| CASCADE SCHOOL DISTRICT | OR |
| DUFUR SCHOOL DISTRICT NO.29 | OR |
| hillsboro school district | OR |
| GASTON SCHOOL DISTRICT 511J | OR |
| BEAVERTON SCHOOL DISTRICT | OR |
| COUNTY OF YAMHILL SCHOOL DISTRICT 29 | OR |
| WILLAMINA SCHOOL DISTRICT | OR |
| MCMINNVILLE SCHOOL DISTRICT NO.40 | OR |
| Sheridan School District 48J | OR |
| THE CATLIN GABEL SCHOOL | OR |
| NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH | OR |
| CENTRAL CATHOLIC HIGH SCHOOL | OR |
| CANYONVILLE CHRISTIAN ACADEMY | OR |
| OUR LADY OF THE LAKE SCHOOL | OR |
| NYSSA SCHOOL DISTRICT NO. 26 | OR |
| ARLINGTON SCHOOL DISTRICT NO. 3 | OR |
| LIVINGSTONE ADVENTIST ACADEMY | OR |
| Santiam Canyon SD 129J | OR |
| WEST HILLS COMMUNITY CHURCH | OR |
| BANKS SCHOOL DISTRICT | OR |
| WILLAMETTE EDUCATION SERVICE DISTRICT | OR |
| BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD | OR |
| HARNEY EDUCATION SERVICE DISTRICT | OR |
| GREATER ALBANY PUBLIC SCHOOL DISTRICT | OR |
| LAKE OSWEGO SCHOOL DISTRICT 7J | OR |
| SOUTHERN OREGON EDUCATION SERVICE DISTRICT | OR |
| SILVER FALLS SCHOOL DISTRICT | OR |
| St Helens School District | OR |
| DAYTON SCHOOL DISTRICT NO.8 | OR |
| Amity School District 4-J | OR |
| SCAPPOOSE SCHOOL DISTRICT 1J | OR |
| REEDSPORT SCHOOL DISTRICT | OR |
| FOREST GROVE SCHOOL DISTRICT | OR |
| DAVID DOUGLAS SCHOOL DISTRICT | OR |
| LOWELL SCHOOL DISTRICT NO.71 | OR |
| TIGARD-TUALATIN SCHOOL DISTRICT | OR |
| SHERWOOD SCHOOL DISTRICT 88J | OR |
| RAINIER SCHOOL DISTRICT | OR |
| NORTH CLACKAMAS SCHOOL DISTRICT | OR |
| MONROE SCHOOL DISTRICT NO.1J | OR |
| CHILDPEACE MONTESSORI | OR |
| HEAD START OF LANE COUNTY | OR |
| HARNEY COUNTY SCHOOL DIST. NO.3 | OR |
| NESTUCCA VALLEY SCHOOL DISTRICT NO.101 | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL | OR |
| LEBANON COMMUNITY SCHOOLS NO.9 | OR |
| MT.SCOTT LEARNING CENTERS | OR |
| SEVEN PEAKS SCHOOL | OR |
| DE LA SALLE N CATHOLIC HS | OR |
| MULTISENSORY LEARNING ACADEMY | OR |
| MITCH CHARTER SCHOOL | OR |
| REALMS CHARTER SCHOOL | OR |
| BAKER SCHOOL DISTRICT 5-J | OR |
| PHILOMATH SCHOOL DISTRICT | OR |
| CLACKAMAS EDUCATION SERVICE DISTRICT | OR |
| CANBY SCHOOL DISTRICT | OR |
| OREGON TRAIL SCHOOL DISTRICT NO.46 | OR |
| WEST LINN WILSONVILLE SCHOOL DISTRICT | OR |
| MOLALLA RIVER SCHOOL DISTRICT NO.35 | OR |
| ESTACADA SCHOOL DISTRICT NO.108 | OR |
| GLADSTONE SCHOOL DISTRICT | OR |
| ASTORIA SCHOOL DISTRICT 1C | OR |
| SEASIDE SCHOOL DISTRICT 10 | OR |
| NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT | OR |
| VERNONIA SCHOOL DISTRICT 47J | OR |
| SOUTH COAST EDUCATION SERVICE DISTRICT | OR |
| COOS BAY SCHOOL DISTRICT NO.9 | OR |
| COOS BAY SCHOOL DISTRICT | OR |
| NORTH BEND SCHOOL DISTRICT 13 | OR |
| COQUILLE SCHOOL DISTRICT 8 | OR |
| MYRTLE POINT SCHOOL DISTRICT NO.41 | OR |
| BANDON SCHOOL DISTRICT | OR |
| BROOKING HARBOR SCHOOL DISTRICT NO.17-C | OR |
| REDMOND SCHOOL DISTRICT | OR |
| DESCHUTES COUNTY SD NO.6 - SISTERS SD | OR |
| DOUGLAS EDUCATION SERVICE DISTRICT | OR |
| ROSEBURG PUBLIC SCHOOLS | OR |
| GLIDE SCHOOL DISTRICT NO.12 | OR |
| SOUTH UMPQUA SCHOOL DISTRICT #19 | OR |
| YONCALLA SCHOOL DISTRICT NO.32 | OR |
| ELKTON SCHOOL DISTRICT NO.34 | OR |
| DOUGLAS COUNTY SCHOOL DISTRICT 116 | OR |
| HOOD RIVER COUNTY SCHOOL DISTRICT | OR |
| PHOENIX-TALENT SCHOOL DISTRICT NO.4 | OR |
| CENTRAL POINT SCHOOL DISTRICT NO. 6 | OR |
| JACKSON CO SCHOOL DIST NO.9 | OR |
| ROGUE RIVER SCHOOL DISTRICT NO.35 | OR |
| MEDFORD SCHOOL DISTRICT 549C | OR |
| CULVER SCHOOL DISTRICT NO. | OR |
| JEFFERSON COUNTY SCHOOL DISTRICT 509-J | OR |
| GRANTS PASS SCHOOL DISTRICT 7 | OR |
| LOST RIVER JR/SR HIGH SCHOOL | OR |
| KLAMATH FALLS CITY SCHOOLS | OR |
| LANE COUNTY SCHOOL DISTRICT 4J | OR |
| SPRINGFIELD SCHOOL DISTRICT NO.19 | OR |
| CRESWELL SCHOOL DISTRICT | OR |
| SOUTH LANE SCHOOL DISTRICT 45J3 | OR |
| LANE COUNTY SCHOOL DISTRICT 69 | OR |
| SIUSLAW SCHOOL DISTRICT | OR |
| SWEET HOME SCHOOL DISTRICT NO.55 | OR |
| LINN CO. SCHOOL DIST. 95C - SCIO SD | OR |
| ONTARIO MIDDLE SCHOOL | OR |
| GERVAIS SCHOOL DIST. #1 | OR |
| NORTH SANTIAM SCHOOL DISTRICT 29J | OR |
| JEFFERSON SCHOOL DISTRICT | OR |
| SALEM-KEIZER PUBLIC SCHOOLS | OR |
| MT. ANGEL SCHOOL DISTRICT NO.91 | OR |
| MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES | OR |
| MORROW COUNTY SCHOOL DISTRICT | OR |
| MULTNOMAH EDUCATION SERVICE DISTRICT | OR |
| GRESHAM-BARLOW SCHOOL DISTRICT | OR |
| DALLAS SCHOOL DISTRICT NO. 2 | OR |
| CENTRAL SCHOOL DISTRICT 13J | OR |
| St. Mary Catholic School | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | | | |
|---|---|---|---|
| CROSSROADS CHRISTIAN SCHOOL | OR | Tillamook School District | OR |
| ST. ANTHONY SCHOOL | OR | Madeleine School | OR |
| Pedee School | OR | Union School District | OR |
| HERITAGE CHRISTIAN SCHOOL | OR | Helix School District | OR |
| BEND-LA PINE SCHOOL DISTRICT | OR | Riddle School District | OR |
| GLENDALE SCHOOL DISTRICT | OR | Helix School Dist #1 R | OR |
| LINCOLN COUNTY SCHOOL DISTRICT | OR | Prospect School District | OR |
| PORTLAND PUBLIC SCHOOLS | OR | Ashbrook Independent School | OR |
| REYNOLDS SCHOOL DISTRICT | OR | Molalla River School District | OR |
| CENTENNIAL SCHOOL DISTRICT | OR | Corvallis School District 509J | OR |
| NOBEL LEARNING COMMUNITIES | OR | Falls City School District #57 | OR |
| St. Stephen's Academy | OR | Portland Christian Schools | OR |
| McMinnville Adventist Christian School | OR | LUCKIAMUTE VALLEY CHARTER SCHOOLS | OR |
| Salem-Keizer 24J | OR | | |
| McKay High School | OR | Insight School of Oregon Painted Hills | OR |
| Pine Eagle Charter School | OR | Deer Creek Elementary School | OR |
| Bend-La Pine Schools | OR | Yamhill Carlton School District | OR |
| Waldo Middle School | OR | COLTON SCHL DIST 53 | OR |
| OAKLAND SCHOOL DISTRICT 001 | OR | ASHLAND PUBLIC SCHLS | OR |
| hermiston school district | OR | HARRISBURG SCHL DIST | OR |
| Clear Creek Middle School | OR | CENTRAL CURRY SCHL DIST#1 | OR |
| Marist High School | OR | BNAI BRITH CAMP | OR |
| Victory Academy | OR | OREGON FOOD BANK | OR |
| Vale School District No. 84 | OR | HOSANNA CHRISTIAN SCHL | OR |
| St. Mary School | OR | ABIQUA SCHL | OR |
| Junction City High School | OR | Auxiliary services | OR |
| Three Rivers School District | OR | Salem keizar school district | OR |
| Fern Ridge School District | OR | Scio High School | OR |
| JESUIT HIGH SCHL EXEC OFC | OR | Athena Weston School District 29RJ | OR |
| LASALLE HIGH SCHOOL | OR | Butte Falls School District | OR |
| Southwest Christian School | OR | Bend International School | OR |
| Willamette Christian School | OR | Imbler School District #11 | OR |
| Westside Christian High School | OR | monument school | OR |
| CS LEWIS ACADEMY | OR | PENDLETON SCHOOL DISTRICT #16R | OR |
| Portland America School | OR | Ohara Catholic School | OR |
| Forest Hills Lutheran School | OR | MARCOLA SCHOOL DISTRICT 079J | OR |
| Mosier Community School | OR | LINN-BENTON-LINCOLN ESD | OR |
| Koreducators Lep High | OR | Reynolds High School | OR |
| Warrenton Hammond School District | OR | St. Paul School District | OR |
| Sutherlin School District | OR | Sabin-Schellenberg Technical Center | OR |
| Malheur Elementary School District | OR | St Paul Parish School | OR |
| Ontario School District | OR | Joseph School District | OR |
| Parkrose School District 3 | OR | EagleRidge High School | OR |
| Riverdale School District 51J | OR | Grant Community School | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| Oak Hill School | OR |
| Hope chinese charter | OR |
| Northwest Academy | OR |
| Sunny Wolf Charter School | OR |
| MCKENZIE SCHOOL DISTRICT 068 | OR |
| L'Etoiile French Immersion School | OR |
| LA GRANDE SCHOOL DISTRICT 001 | OR |
| FOSSIL SCHOOL DISTRICT 21J | OR |
| Marist Catholic High School | OR |
| Springfield Public Schools | OR |
| Elgin school dist. | OR |
| French American International School | OR |
| PLEASANT HILL SCH DIST #1 | OR |
| Ukiah School District 80R | OR |
| Lake Oswego Montessori School | OR |
| North Powder Charter School | OR |
| Siletz Valley School | OR |
| WINSTON-DILLARD SCHOOL DISTRICT 116 | OR |
| ALLIANCE CHARTER ACADEMY | OR |
| French American School | OR |
| Mastery Learning Institute | OR |
| North Lake School District 14 | OR |
| Early College High School | OR |
| Klamath County Fire District No. 1 | OR |
| Washington County Consolidated Communications Agency | OR |
| GILLIAM COUNTY OREGON | OR |
| UMATILLA COUNTY, OREGON | OR |
| LANE ELECTRIC COOPERATIVE | OR |
| DOUGLAS ELECTRIC COOPERATIVE, INC. | OR |
| MULTNOMAH LAW LIBRARY | OR |
| clackamas county | OR |
| CLATSOP COUNTY | OR |
| COLUMBIA COUNTY, OREGON | OR |
| coos county | OR |
| CROOK COUNTY ROAD DEPARTMENT | OR |
| CURRY COUNTY OREGON | OR |
| DESCHUTES COUNTY | OR |
| GILLIAM COUNTY | OR |
| GRANT COUNTY, OREGON | OR |
| HARNEY COUNTY SHERIFFS OFFICE | OR |
| HOOD RIVER COUNTY | OR |
| jackson county | OR |
| josephine county | OR |
| klamath county | OR |
| LANE COUNTY | OR |
| LINN COUNTY | OR |
| MARION COUNTY , SALEM, OREGON | OR |
| MULTNOMAH COUNTY | OR |
| SHERMAN COUNTY | OR |
| WASCO COUNTY | OR |
| YAMHILL COUNTY | OR |
| WALLOWA COUNTY | OR |
| ASSOCIATION OF OREGON COUNTIES | OR |
| NAMI LANE COUNTY | OR |
| BENTON COUNTY | OR |
| DOUGLAS COUNTY | OR |
| JEFFERSON COUNTY | OR |
| LAKE COUNTY | OR |
| LINCOLN COUNTY | OR |
| POLK COUNTY | OR |
| UNION COUNTY | OR |
| WASHINGTON COUNTY | OR |
| MORROW COUNTY | OR |
| Mckenzie Personnel Services | OR |
| Washington County Facilities & Park Services | OR |
| Multnomah County Department of Community Justice | OR |
| NORCOR Juvenile Detention | OR |
| Tillamook County Estuary | OR |
| Job Council | OR |
| BAKER CNTY GOVT | OR |
| TILLAMOOK CNTY | OR |
| CLACKAMS COUNTY COMMUNITY CORRECTIONS | OR |
| Multnomah County Dept of County Assets | OR |
| Wheeler County | OR |
| Clackamas County Service District # 1/Tri-City Service District | OR |
| Resource Connections of Oregon | OR |
| Lane County Sheriff's Office | OR |
| Clatsop County Sheriff's Office | OR |
| Harney County Community Corrections | OR |
| Grant County Economic Developement | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| Baker County | OR |
| Josephine County Public Works | OR |
| Clackamas County Juvenile Dept | OR |
| Columbia Basin Care Facility | OR |
| Clackamas County Disaster Management | OR |
| City of Seaside Police Department | OR |
| Best Care Treatment Center | OR |
| Boys & Girls Clubs of Emerald Valley | OR |
| MSB | OR |
| Church of Christ | OR |
| GWPMS | OR |
| Operation Christmas | OR |
| Dove Medical | OR |
| Literary Expectations dba Moore Academy | OR |
| Love Thy Neighbor services | OR |
| Tamarack Aquatic Center | OR |
| Seven Feathers Casino | OR |
| Direction Service, Inc. | OR |
| Oliver P Lent PTA | OR |
| Kairos | OR |
| Willamette Valley Rehab Center | OR |
| St Paul Baptist Church | OR |
| Long Tom Watershed Council | OR |
| San Martin Deporres Catholic Church | OR |
| Portland Parks Foundation | OR |
| Sweet Home United Methodist Church | OR |
| Math Learning Center, The | OR |
| Maranatha Church | OR |
| Cedar Hills Baptist Church | OR |
| Good Samaritan Ministries | OR |
| New Hope Christain College | OR |
| Unitarian Universalist Church in Eugene | OR |
| Emmanuel Bible Church | OR |
| Portland Community Media | OR |
| La Pine Chamber of Commerce | OR |
| Stone Creek Christian Church | OR |
| Rogue Valley Youth Football | OR |
| Bend Elks Lodge 1371 | OR |
| Friendly House, Inc. | OR |
| Klamath Siskiyou Wildlands Center | OR |
| Grace Christian Fellowship | OR |
| Reliance eHealth Collaborative | OR |
| Wild Rogue Youth Foundation, Inc. | OR |
| Grants Pass Seventh-day Adventist Church | OR |
| Corvallis Waldorf School | OR |
| Farmworkers Housing Development Corporation | OR |
| World Forestry Center | OR |
| Adapt | OR |
| Kid Time | OR |
| Oregon Farm Bureau | OR |
| Mt Emily Safe Center | OR |
| Salem First Presbyterian Church | OR |
| Rolling Hills Baptist Church | OR |
| Baker Elks | OR |
| Gates Community Church of Christ | OR |
| PIP Corps LLC | OR |
| Turtle Ridge Wildlife Center | OR |
| Grande Ronde Model Watershed Foundation | OR |
| Western Environmental Law Center | OR |
| Oregon District 7 Little League | OR |
| Mercy Flights, Inc. | OR |
| Metropolitan Contractor Improvement Partnership | OR |
| The Christian Church of Hillsboro Oregonb | OR |
| Congregation Neveh Shalom | OR |
| My Fathers House | OR |
| Step Forward Activities Inc | OR |
| HHoly Trinity Greek Orthodox Cathedral | OR |
| MECOP Inc. | OR |
| Workforce Northwest Inc | OR |
| Lane Arts Council | OR |
| Building Healthy Family | OR |
| Intergral Youth Services | OR |
| Children Center At Trinity | OR |
| OUR SAVIOR'S LUTHERAN CHURCH | OR |
| Beaverton Christians Church | OR |
| Oregon Humanities | OR |
| St. Pius X School | OR |
| Community Connection of Northeast Oregon, Inc. | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| St Mark Presbyterian Church | OR |
| Living Opportunities, Inc. | OR |
| Coos Art Museum | OR |
| OETC | OR |
| Blanchet House of Hospitality | OR |
| Garten Services Inc | OR |
| Incite Incorporated | OR |
| Merchants Exchange of Portland, Oregon | OR |
| Coalition for a Livable Future | OR |
| West Salem United Methodist | OR |
| Rogue River Watershed Council | OR |
| Central Oregon Visitors Association | OR |
| Soroptimist International of Gold Beach, OR | OR |
| Real Life Christian Church | OR |
| Milwaukie-Portland Lodge No.142 Benevolent and Protective Order of Elk | OR |
| Mainstage Theatre Company | OR |
| Dayton Christian Church | OR |
| Delphian School | OR |
| AVON | OR |
| EPUD-Emerald People's Utility District | OR |
| Human Solutions, Inc. | OR |
| The Wallace Medical Concern | OR |
| Boys & Girls Club of Salem, Marion & Polk Counties | OR |
| The Ross Ragland Theater and Cultural Center | OR |
| Girl Scouts of Oregon and SW Washington, Inc. | OR |
| Cedar Sinai Park-Robison Jewish Healthcare | OR |
| Cascade Health Solutions | OR |
| Umpqua Community Health Center | OR |
| ALZHEIMERS NETWORK OF OREGON | OR |
| NATIONAL WILD TURKEY FEDERATION | OR |
| TILLAMOOK ESTUARIES PARTNERSHIP | OR |
| LIFEWORKS NW | OR |
| Independent Development Enterprise Alliance | OR |
| MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC | OR |
| HALFWAY HOUSE SERVICES, INC. | OR |
| REDMOND PROFICIENCY ACADEMY | OR |
| OHSU FOUNDATION | OR |
| SHELTERCARE | OR |
| PRINGLE CREEK SUSTAINABLE LIVING CENTER | OR |
| PACIFIC INSTITUTES FOR RESEARCH | OR |
| Mental Health for Children, Inc. | OR |
| The Dreaming Zebra Foundation | OR |
| LAUREL HILL CENTER | OR |
| THE OREGON COMMUNITY FOUNDATION | OR |
| OCHIN | OR |
| WE CARE OREGON | OR |
| SE WORKS | OR |
| ENTERPRISE FOR EMPLOYMENT AND EDUCATION | OR |
| OMNIMEDIX INSTITUTE | OR |
| PORTLAND BUSINESS ALLIANCE | OR |
| GATEWAY TO COLLEGE NATIONAL NETWORK | OR |
| FOUNDATIONS FOR A BETTER OREGON | OR |
| GOAL ONE COALITION | OR |
| ATHENA LIBRARY FRIENDS ASSOCIATION | OR |
| Coastal Family Health Center | OR |
| CENTER FOR COMMUNITY CHANGE | OR |
| STAND FOR CHILDREN | OR |
| ST. VINCENT DEPAUL OF LANE COUNTY | OR |
| EAST SIDE FOURSQUARE CHURCH | OR |
| CORVALLIS MOUNTAIN RESCUE UNIT | OR |
| InventSuccess | OR |
| SHERIDAN JAPANESE SCHOOL FOUNDATION | OR |
| The Blosser Center for Dyslexia Resources | OR |
| MOSAIC CHURCH | OR |
| HOUSING AUTHORITY OF LINCOLN COUNTY | OR |
| RENEWABLE NORTHWEST PROJECT | OR |
| INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION | OR |
| CONSERVATION BIOLOGY INSTITUTE | OR |
| THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC. | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| BLACHLY LANE ELECTRIC COOPERATIVE | OR |
| MORNING STAR MISSIONARY BAPTIST CHURCH | OR |
| NORTHWEST FOOD PROCESSORS ASSOCIATION | OR |
| INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON | OR |
| OREGON EDUCATION ASSOCIATION | OR |
| HEARING AND SPEECH INSTITUTE INC | OR |
| SALEM ELECTRIC | OR |
| MORRISON CHILD AND FAMILY SERVICES | OR |
| JUNIOR ACHIEVEMENT | OR |
| CENTRAL BIBLE CHURCH | OR |
| MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL | OR |
| TRILLIUM FAMILY SERVICES, INC. | OR |
| YWCA SALEM | OR |
| PORTLAND ART MUSEUM | OR |
| SAINT JAMES CATHOLIC CHURCH | OR |
| SOUTHERN OREGON HUMANE SOCIETY | OR |
| VOLUNTEERS OF AMERICA OREGON | OR |
| CENTRAL DOUGLAS COUNTY FAMILY YMCA | OR |
| METROPOLITAN FAMILY SERVICE | OR |
| OREGON MUSUEM OF SCIENCE AND INDUSTRY | OR |
| FIRST UNITARIAN CHURCH | OR |
| ST. ANTHONY CHURCH | OR |
| Good Shepherd Medical Center | OR |
| Salem Academy | OR |
| GEN CONF OF SDA CHURCH WESTERN OR | OR |
| PORTLAND ADVENTIST ACADEMY | OR |
| ST VINCENT DE PAUL | OR |
| OUTSIDE IN | OR |
| UNITED CEREBRAL PALSY OF OR AND SW WA | OR |
| WILLAMETTE VIEW INC. | OR |
| PORTLAND HABILITATION CENTER, INC. | OR |
| OREGON STATE UNIVERSITY ALUMNI ASSOCIATION | OR |
| ROSE VILLA, INC. | OR |
| NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE | OR |
| BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA | OR |
| ROGUE FEDERAL CREDIT UNION | OR |
| Oregon Research Institute | OR |
| WILLAMETTE LUTHERAN HOMES, INC | OR |
| LANE MEMORIAL BLOOD BANK | OR |
| PORTLAND JEWISH ACADEMY | OR |
| LANECO FEDERAL CREDIT UNION | OR |
| GRANT PARK CHURCH | OR |
| ST. MARYS OF MEDFORD, INC. | OR |
| US CONFERENCE OF MENONNITE BRETHREN CHURCHES | OR |
| FAITHFUL SAVIOR MINISTRIES | OR |
| OREGON CITY CHURCH OF THE NAZARENE | OR |
| OREGON COAST COMMUNITY ACTION | OR |
| EDUCATION NORTHWEST | OR |
| COMMUNITY ACTION TEAM, INC. | OR |
| EUGENE SYMPHONY ASSOCIATION, INC. | OR |
| STAR OF HOPE ACTIVITY CENTER INC. | OR |
| SPARC ENTERPRISES | OR |
| SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC. | OR |
| SALEM ALLIANCE CHURCH | OR |
| Lane Council of Governments | OR |
| FORD FAMILY FOUNDATION | OR |
| TRAILS CLUB | OR |
| NEWBERG FRIENDS CHURCH | OR |
| WOODBURN AREA CHAMBER OF COMMERCE | OR |
| CONTEMPORARY CRAFTS MUSEUM AND GALLERY | OR |
| CITY BIBLE CHURCH | OR |
| OREGON LIONS SIGHT & HEARING FOUNDATION | OR |
| PORTLAND WOMENS CRISIS LINE | OR |
| THE SALVATION ARMY - CASCADE DIVISION | OR |
| WILLAMETTE FAMILY | OR |
| WHITE BIRD CLINIC | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES | OR |
| PLANNED PARENTHOOD OF SOUTHWESTERN OREGON | OR |
| HOUSING NORTHWEST | OR |
| OREGON ENVIRONMENTAL COUNCIL | OR |
| MEALS ON WHEELS PEOPLE, INC. | OR |
| FAITH CENTER | OR |
| OREGON CHILD DEVELOPMENT COALITION | OR |
| Bob Belloni Ranch, Inc. | OR |
| GOOD SHEPHERD COMMUNITIES | OR |
| SACRED HEART CATHOLIC DAUGHTERS | OR |
| HELP NOW! ADVOCACY CENTER | OR |
| TENAS ILLAHEE CHILDCARE CENTER | OR |
| SUNRISE ENTERPRISES | OR |
| LOOKING GLASS YOUTH AND FAMILY SERVICES | OR |
| SERENITY LANE | OR |
| EAST HILL CHURCH | OR |
| LA GRANDE UNITED METHODIST CHURCH | OR |
| COAST REHABILITATION SERVICES | OR |
| Edwards Center Inc | OR |
| ALVORD-TAYLOR INDEPENDENT LIVING SERVICES | OR |
| NEW HOPE COMMUNITY CHURCH | OR |
| KLAMATH HOUSING AUTHORITY | OR |
| QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC. | OR |
| SPONSORS, INC. | OR |
| COLUMBIA COMMUNITY MENTAL HEALTH | OR |
| ADDICTIONS RECOVERY CENTER, INC | OR |
| METRO HOME SAFETY REPAIR PROGRAM | OR |
| OREGON SUPPORTED LIVING PROGRAM | OR |
| SOUTH COAST HOSPICE, INC. | OR |
| ALLFOURONE/CRESTVIEW CONFERENCE CTR. | OR |
| The International School | OR |
| REBUILDING TOGETHER - PORTLAND INC. | OR |
| PENDLETON ACADEMIES | OR |
| PACIFIC FISHERY MANAGEMENT COUNCIL | OR |
| DOGS FOR THE DEAF, INC. | OR |
| PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC. | OR |
| EMMAUS CHRISTIAN SCHOOL | OR |
| DELIGHT VALLEY CHURCH OF CHRIST | OR |
| SAINT CATHERINE OF SIENA CHURCH | OR |
| PORT CITY DEVELOPMENT CENTER | OR |
| VIRGINIA GARCIA MEMORIAL HEALTH CENTER | OR |
| CENTRAL CITY CONCERN | OR |
| CANBY FOURSQUARE CHURCH | OR |
| EMERALD PUD | OR |
| VERMONT HILLS FAMILY LIFE CENTER | OR |
| BENTON HOSPICE SERVICE | OR |
| INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION | OR |
| COMMUNITY CANCER CENTER | OR |
| OPEN MEADOW ALTERNATIVE SCHOOLS, INC. | OR |
| CASCADIA BEHAVIORAL HEALTHCARE | OR |
| WILD SALMON CENTER | OR |
| BROAD BASE PROGRAMS INC. | OR |
| SUNNYSIDE FOURSQUARE CHURCH | OR |
| TRAINING EMPLOYMENT CONSORTIUM | OR |
| RELEVANT LIFE CHURCH | OR |
| 211INFO | OR |
| SONRISE CHURCH | OR |
| LIVING WAY FELLOWSHIP | OR |
| Women's Safety & Resource Center | OR |
| SEXUAL ASSAULT RESOURCE CENTER | OR |
| IRCO | OR |
| NORTHWEST YOUTH CORPS | OR |
| TILLAMOOK CNTY WOMENS CRISIS CENTER | OR |
| SECURITY FIRST CHILD DEVELOPMENT CENTER | OR |
| CLASSROOM LAW PROJECT | OR |
| YOUTH GUIDANCE ASSOC. | OR |
| PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| ELMIRA CHURCH OF CHRIST | OR |
| JASPER MOUNTAIN | OR |
| ACUMENTRA HEALTH | OR |
| WORKSYSTEMS INC | OR |
| COVENANT CHRISTIAN HOOD RIVER | OR |
| OREGON DONOR PROGRAM | OR |
| NAMI OREGON | OR |
| OLIVET BAPTIST CHURCH | OR |
| SILVERTON AREA COMMUNITY AID | OR |
| CONFEDERATED TRIBES OF GRAND RONDE | OR |
| NEIGHBORIMPACT | OR |
| CATHOLIC COMMUNITY SERVICES | OR |
| NEW AVENUES FOR YOUTH INC | OR |
| LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER | OR |
| DECISION SCIENCE RESEARCH INSTITUTE, INC. | OR |
| WESTERN STATES CENTER | OR |
| HIV ALLIANCE, INC | OR |
| PARTNERSHIPS IN COMMUNITY LIVING, INC. | OR |
| FANCONI ANEMIA RESEARCH FUND INC. | OR |
| BLIND ENTERPRISES OF OREGON | OR |
| OREGON BALLET THEATRE | OR |
| SMART | OR |
| All God's Children International | OR |
| FARMWORKER HOUISNG DEV CORP | OR |
| UMPQUA COMMUNITY DEVELOPMENT CORPORATION | OR |
| REGIONAL ARTS AND CULTURE COUNCIL | OR |
| THE EARLY EDUCATION PROGRAM, INC. | OR |
| MACDONALD CENTER | OR |
| EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING. | OR |
| SELF ENHANCEMENT INC. | OR |
| FRIENDS OF THE CHILDREN | OR |
| SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE | OR |
| COMMUNITY VETERINARY CENTER | OR |
| PORTLAND SCHOOLS FOUNDATION | OR |
| SUSTAINABLE NORTHWEST | OR |
| OREGON DEATH WITH DIGNITY | OR |
| BIRCH COMMUNITY SERVICES, INC. | OR |
| BAY AREA FIRST STEP, INC. | OR |
| OSLC COMMUNITY PROGRAMS | OR |
| EN AVANT, INC. | OR |
| ASHLAND COMMUNITY HOSPITAL | OR |
| NORTHWEST ENERGY EFFICIENCY ALLIANCE | OR |
| BONNEVILLE ENVIRONMENTAL FOUNDATION | OR |
| SUMMIT VIEW COVENANT CHURCH | OR |
| SALMON-SAFE INC. | OR |
| BETHEL CHURCH OF GOD | OR |
| PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL | OR |
| SAINT ANDREW NATIVITY SCHOOL | OR |
| BARLOW YOUTH FOOTBALL | OR |
| SPOTLIGHT THEATRE OF PLEASANT HILL | OR |
| FAMILIES FIRST OF GRANT COUNTY, INC. | OR |
| TOUCHSTONE PARENT ORGANIZATION | OR |
| CANCER CARE RESOURCES | OR |
| CASCADIA REGION GREEN BUILDING COUNCIL | OR |
| SHERMAN DEVELOPMENT LEAGUE, INC. | OR |
| SCIENCEWORKS | OR |
| WORD OF LIFE COMMUNITY CHURCH | OR |
| SOCIAL VENTURE PARTNERS PORTLAND | OR |
| OREGON PROGRESS FORUM | OR |
| CENTER FOR RESEARCH TO PRACTICE | OR |
| WESTERN RIVERS CONSERVANCY | OR |
| UNITED WAY OF THE COLUMBIA WILLAMETTE | OR |
| EUGENE BALLET COMPANY | OR |
| EAST WEST MINISTRIES INTERNATIONAL | OR |
| SISKIYOU INITIATIVE | OR |
| EDUCATIONAL POLICY IMPROVEMENT CENTER | OR |
| North Pacific District of Foursquare Churches | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| CATHOLIC CHARITIES | OR |
| FIRST CHURCH OF THE NAZARENE | OR |
| WESTSIDE BAPTIST CHURCH | OR |
| Housing Development Center | OR |
| Hoodview Christian Church | OR |
| Child Evangelism Fellowship | OR |
| Little Promises Chlildren's Program | OR |
| UNION GOSPEL MISSION | OR |
| GRACE BAPTIST CHURCH | OR |
| COMMUNITY ACTION ORGANIZATION | OR |
| OUTSIDE IN | OR |
| MAKING MEMORIES BREAST CANCER FOUNDATION, INC. | OR |
| ELAW | OR |
| COMMUNITY HEALTH CENTER, INC | OR |
| Greater Portland INC | OR |
| Eugene Builders Exchange | OR |
| Boys & Girls Club of Corvallis | OR |
| Southeast Uplift Neighborhood Coalition | OR |
| First United Presbyterian Church | OR |
| PDX Wildlife | OR |
| Friends of the Opera House | OR |
| Jackson-Josephine 4-C Council | OR |
| North Coast Family Fellowship | OR |
| P E C I | OR |
| Childswork Learning Center | OR |
| Portland Schools Alliance | OR |
| New Artists Performing Arts Productions, Inc. | OR |
| Relief Nursery | OR |
| St. Mary's Episcopal Church | OR |
| Viking Sal Senior Center | OR |
| Boys and Girls Club of the rogue valley | OR |
| Lincoln City Chamber of Commerce | OR |
| DrupalCon Inc., DBA Drupal Association | OR |
| Albany Partnership for Housing and Community Development | OR |
| SEED OF FAITH MINISTRIES | OR |
| Hermiston Christian Center & School | OR |
| SALEM FREE CLINICS | OR |
| Dress for Success Oregon | OR |
| Beaverton Rock Creek Foursquare Church | OR |
| St Paul Catholic Church | OR |
| St Mary's Catholic School and Parish | OR |
| Polk Soil and Water Conservation District | OR |
| Street Ministry | OR |
| La Grande Church of the Nazarene | OR |
| Spruce Villa, Inc. | OR |
| OREGON SCHOOL BOARDS ASSOCIATION | OR |
| House of Prayer for All Nations | OR |
| Sacred Heart Catholic Church | OR |
| African American Health Coaliton, Inc. | OR |
| Happy Canyon Company | OR |
| Village Home Education Resource Center | OR |
| Monet's Children's Circle | OR |
| Cascade Housing Association | OR |
| Dayspring Fellowship | OR |
| Northwest Habitat Institute | OR |
| Winding Waters Medical Clinic | OR |
| Sacred Heart-St Louis Parish | OR |
| First Baptist Church | OR |
| The Nature Conservancy, Willamette Valley Field Office | OR |
| Serenity Lane Health Services | OR |
| Portland Community Reinvestment Initiatives, Inc. | OR |
| Christians As Family Adovates | OR |
| GeerCrest Farm & Historical Society | OR |
| College United Methodist Church | OR |
| The Collins Foundation | OR |
| Prince of Peace Lutheran Church & School | OR |
| NEDCO | OR |
| Salem Evangelical Church | OR |
| Wild Lilac Child Development Community | OR |
| Daystar Education, Inc. | OR |
| Oregon Social Learning Center | OR |
| Pain Society of Oregon | OR |
| environmental law alliance worldwide | OR |
| Eugene Country Club | OR |
| Community in Action | OR |
| Willamette Valley Baptist Church | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| Curry County Habitat for Humanity | OR |
| Northwood Christian Church | OR |
| Tuality Healthcare | OR |
| Safe Harbors | OR |
| FIRST CHRISTIAN CHURCH | OR |
| Pacific Classical Ballet | OR |
| Depaul Industries | OR |
| African American Health Coalition | OR |
| Jesus Prayer Book | OR |
| Coalition Of Community Health | OR |
| River Network | OR |
| CCI Enterprises Inc | OR |
| Oregon Nurses Association | OR |
| GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE | OR |
| Mount Angel Abbey | OR |
| YMCA OF ASHLAND | OR |
| YMCA OF COLUMBIA-WILLAMETTE | |
| ASSOCIATION SERVICES | OR |
| Multnomah Law Library | OR |
| Friends Of Tryon Creek State P | OR |
| Ontrack Inc. | OR |
| Calvin Presbyterian Church | OR |
| HOLT INTL CHILD | OR |
| St John The Baptist Catholic | OR |
| Portland Foursquare Church | OR |
| Portland Christian Center | OR |
| Church Extension Plan | OR |
| Occu Afghanistan Relief Effort | OR |
| EUGENE FAMILY YMCA | OR |
| Christ The King Parish and School | OR |
| Newberg Christian Church | OR |
| First United Methodist Church | OR |
| Zion Lutheran Church | OR |
| Southwest Bible Church | OR |
| Community Works Inc | OR |
| Masonic Lodge Pearl 66 | OR |
| Molalla Nazarene Church | OR |
| Transition Projects, Inc | OR |
| St Michaels Episcopal Church | OR |
| Saint Johns Catholich Church | OR |
| Community Learning Center | OR |
| Old Mill Center for Children and Families | OR |
| Sunny Oaks Inc | OR |
| Hospice Center Bend La Pine | OR |
| Westside Foursquare Church | OR |
| Relief Nursery Inc | OR |
| Morning Star Community Church | OR |
| MULTNOMAH DEFENDERS INC | OR |
| Providence Health System | OR |
| Holy Trinity Catholic Church | OR |
| Holy Redeemer Catholic Church | OR |
| Alliance Bible Church | OR |
| CARE OREGON | OR |
| Mid Columbia Childrens Council | OR |
| HUMANE SOCIETY OF REDMOND | OR |
| Our Redeemer Lutheran Church | OR |
| Kbps Public Radio | OR |
| Skyball Salem Keizer Youth Bas | OR |
| Open Technology Center | OR |
| Grace Chapel | OR |
| CHILDREN'S MUSEUM 2ND | OR |
| Solid Rock | OR |
| West Chehalem Friends Church | OR |
| Guide Dogs For The Blind | OR |
| Aldersgate Camps and Retreats | OR |
| St. Katherine's Catholic Church | OR |
| The Alliance NW of the Christian & Missionary Alliance | OR |
| Bags of Love | OR |
| Grand View Baptist Church | OR |
| Green Electronics Council | OR |
| Scottish Rite | OR |
| Western Wood Products Association | OR |
| Grace Baptist Church of St. Helens, Lil Learners Preschool | OR |
| THE NEXT DOOR | OR |
| NATIONAL PSORIASIS FOUNDATION | OR |
| NEW BEGINNINGS CHRISTIAN CENTER | OR |
| HIGHLAND UNITED CHURCH OF CHRIST | OR |
| OREGON REPERTORY SINGERS | OR |
| HIGHLAND HAVEN | OR |
| FAIR SHARE RESEARCH AND EDUCATION FUND | OR |
| Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA | OR |
| First Baptist Church of Enterprise | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| The Canby Center | OR |
| REDMOND FIRE & RESCUE | OR |
| Instituto de Cultura y Arte In Xochitl In Cuicatl | OR |
| McKenzie Personnel Systems | OR |
| OSLC COMMUNITY PROGRAMS OCP | OR |
| Oregon Nikkei Endowment | OR |
| Grace Community Church | OR |
| Eastern Oregon Alcoholism Foundation | OR |
| Grantmakers for Education | OR |
| The Spiral Gallery | OR |
| The ALS Association Oregon and SW Washington Chapter | OR |
| Children's Relief Nursery | OR |
| Home Builders | OR |
| New Life Baptist Church | OR |
| Feral Cat Awareness Team | OR |
| Florence United Methodist Church | OR |
| World of Speed | OR |
| SW Community Health Center | OR |
| Energy Trust of Oregon | OR |
| St. Vincent de Paul Church | OR |
| Fr. Bernard Youth Center | OR |
| Oregon Psychoanalytic Center | OR |
| Store to Door | OR |
| Oregon Translational Research and Development Insitute | OR |
| Depaul Industries | OR |
| OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON | OR |
| SELCO Community Credit Union | OR |
| Prairie Baptist Church | OR |
| North Coast Christian Church | OR |
| Union County Economic Development Corp. | OR |
| Camelto Theatre Company | OR |
| Camp Fire Columbia | OR |
| TAKE III OUTREACH | OR |
| Rolling Hills Community Church | OR |
| Eugene Swim and Tennis Club | OR |
| Summa Institute | OR |
| Amani Center | OR |
| Billy Webb Elks lodge #1050 | OR |
| Silverton Senior Center | OR |
| First Evangelical Presbyterian Church of Oregon City | OR |
| Joyful Servant Lutheran Church | OR |
| Sandy Seventh-day Adventist Church | OR |
| Muddy Creek Charter School | OR |
| A FAMILY FOR EVERY CHILD | OR |
| PORT OF CASCADE LOCKS | OR |
| 1000 FRIENDS OF OREGON | OR |
| OREGON PEDIATRIC SOCIETY | OR |
| NONPROFIT ASSOCIATION OF OREGON | OR |
| LUKE DORF INC | OR |
| FAMILY CARE INC | OR |
| MEDICAL TEAMS INTL | OR |
| Clean Slate Canine Rescue & Rehabilitation | OR |
| St. Martins Episcopal church | OR |
| Tower Theatre Foundation, Inc | OR |
| Food for Lane County | OR |
| Clatsop Behavioral Healthcare | OR |
| West Coast Haunters Convention | OR |
| columbia gorge discovery center and museum | OR |
| NAMI of Washington County | OR |
| American Legion Aloha Post 104 | OR |
| The Dalles Art Association | OR |
| Temple Beth Israel | OR |
| Willamette Leadership Academy/Pioneer Youth Corps Of Oregon | OR |
| Rose Haven | OR |
| Dallas Church | OR |
| OREGON STATE UNIVERSITY BOOKSTORE INC | OR |
| NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY | OR |
| FAIRFIELD BAPTIST CHURCH | OR |
| Sexual Assault Support Services | OR |
| Neskowin Valley School | OR |
| RON WILSON CENTER FOR EFFECTIVE LIVING INC | OR |
| St. Joseph Shelter | OR |
| The Inn Home for Boys, Inc.9138 | OR |
| MCKENZIEWATERSHED COUNCIL | OR |
| Opportunity Connections | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | | | |
|---|---|---|---|
| MENNONITE HOME OF ALBANY INC | OR | Deer Meadow Assisted Living | OR |
| Oregon Technical Assistance Corporation | OR | Oregon Laborers-Employer Administrative Fund, LLC | OR |
| Oregon And Southern Idaho Laborers Employers Training School | OR | Umpqua Basin Water Association | OR |
| New Life Fellowship Church of God | OR | Alpha Lambda House Corporation | OR |
| Gladstone Senior Center | OR | St John Fisher Catholic Church Portland Oregon | OR |
| Education Travel & Culture, Inc. | OR | Eugene Creative Care | OR |
| Rural Development Initiatives | OR | VFW POST 4248 | OR |
| Jason Lee Manor/UMRC | OR | The Church of Christ of Latter Day Saints | OR |
| Jesus Pursuit Church | OR | Cascade Height Public Charter School PTA | OR |
| YMCA of Marion and Polk Counties | OR | G.O.B.H.I | OR |
| Urban Gleaners | OR | Association of Oregon Corrections EMployees, Inc. | OR |
| PacificSource Health | OR | A Jesus Church Family | OR |
| Faith Christian Fellowship | OR | 300 Main Inc | OR |
| Brookings Elks Lodge | OR | Southwestern Oregon Public Defender Services, Inc. | OR |
| Tualatin Lacrosse Club | OR | Albertina Kerr Centers | OR |
| Tillamook Seventh Day Adventist Church | OR | Dufur Christian Church | OR |
| Oregon Jewish Community Foundation | OR | St. Matthew Catholic School | OR |
| East River Fellowship | OR | Serendipity Center Inc | OR |
| Holy Family Academy | OR | Yellowhawk Tribal Health | OR |
| FIRST BAPTIST CHURCH OF EUGENE | OR | CASA of Marion County | OR |
| PORTLAND METRO RESIDENTIAL SERVICES | OR | Oregoinans for Food & Shelter | OR |
| Peace Lutheran Church | OR | Westside Church of Christ Inc | OR |
| Living Word Christian Center | OR | Northwest Family Services | OR |
| Housing Authority of Douglas County | OR | Network Charter School | OR |
| Vietnamese Christian Community Church | OR | Ride Connecton | OR |
| Forest Park Conservancy | OR | Parenting Now! | OR |
| Friends for Animals | OR | Christian Church of Woodburn | OR |
| Family Building Blocks | OR | Verde | OR |
| Greenleaf Industries | OR | Native American Youth and Family Center Early College Academy | OR |
| Ananda Center at Laurelwood | OR | USO Northwest | OR |
| Goodwill Industries of Lane and South Coast | OR | Norkenzie Christian Church | OR |
| RB Pamplin Corportaion | OR | Little Flower Development Center | OR |
| Agia Sophia Academy | OR | TLO Farms | OR |
| Friends of Driftwood Library | OR | Evergreen Wings and Waves | OR |
| Consumers Power Inc. | OR | Ascension Episcopal Parish | OR |
| A. C. Gilbert's Discovery Village | OR | Center for Family Development | OR |
| First Lutheran Church of Astoria | OR | West Salem Foursquare Church | OR |
| Fund For Christian Charity | OR | | |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| Good Samaritan Ministry | OR |
| Grace Lutheran Church of Molalla | OR |
| Trinity Lutheran | OR |
| HOPE LUTHERAN CHURCH | OR |
| Mount Pisgah Arboretum | OR |
| Redeemer Lutheran Church | OR |
| Disjecta Contemporary Art Center | OR |
| Korean Central Covenant Church of Eugene | OR |
| Yankton Baptist Church | OR |
| BioGift Anatomical | OR |
| Lower Columbia Estuary Partnership | OR |
| Fur Footed Rescue, Inc. | OR |
| Mt Hood Hospice | OR |
| Opportunity Foundation of central Oregon | OR |
| Constructing Hope | OR |
| Sprinkfield Elks #2145 | OR |
| Abuse Recovery Ministry & Services | OR |
| Oasis Shelter Home | OR |
| ST HENRYS CHURCH | OR |
| Nehalem Bay House | OR |
| UNITED METHODIST CHURCH | OR |
| p:ear | OR |
| Health Share of Oregon | OR |
| St. Peter Catholic Church | OR |
| Mid Willamette Valley Community Action | OR |
| A Hope For Autism Foundation | OR |
| NW Sport Fishing | OR |
| Breast Friends | OR |
| ScienceWorks Museum | OR |
| Willamette Neighborhood Housing Services | OR |
| South Salem High Music Boosters | OR |
| SEPTL Southeast Portland Tool Library | OR |
| Kids Unllimited Academy | OR |
| Cappella Romana | OR |
| National Christian Community Foundation | OR |
| Legal Aid Services of Oregon LITC | OR |
| The Sunriver Owners Association | OR |
| Willamette Valley Babe Ruth | OR |
| Center For Continuous Improvement | OR |
| Northwest Center for Alternatives to Pesticides | OR |
| Junction City/Harrisburg/Monroe Habitat for Humanity | OR |
| The Followers of Christ Church of Oregon City | OR |
| SEIU Local 49 | OR |
| Emerald Media Group | OR |
| West Hills Christian School | OR |
| Trillium Sprigs | OR |
| Smith Memorial Presbyterian Church | OR |
| Western Arts Alliance | OR |
| Youth Dynamics | OR |
| Ashland Art Center | OR |
| Apostolic Church of Jesus Christ | OR |
| DOUGLAS FOREST PROTECTIVE | OR |
| Echo Theater Company | OR |
| Corvallis Caring Place | OR |
| Oregon Lyme Disease Network | OR |
| Ecotrust | OR |
| SPECIAL MOBILITY SERVICES | OR |
| Bethlehem Christian Pre-School | OR |
| Historical Outreach Foundation | OR |
| Teras Interventions and Counseling Inc | OR |
| Brooklyn Primary PTO | OR |
| Mountain View Academy | OR |
| Salem Area Chamber of Commerce | OR |
| First Congregational Chrch | OR |
| OREGON STATE FAIR | OR |
| Tri-County Chamber of Commerce Inc | OR |
| Ronald McDonald House Charities of Oregon & Southwest Washington | OR |
| Center for Human Development | OR |
| God's Storehouse Pantry | OR |
| Clackamas River Trout Unlimited | OR |
| SafeHaven Humane Society | OR |
| Rainier Assembly of God | OR |
| Tilikum Center for Retreats and Outdoor Ministries | OR |
| Washington Park Transportation Management Association | OR |
| Travel Lane County | OR |
| Hinson Baptist Church | OR |
| Alvord Taylor | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | | | |
|---|---|---|---|
| EUGENE CHRISTIAN FELLOWSHIP | OR | Bridgeport Community Chapel | OR |
| Bridges to Change | OR | Oswego Lake Country Club | OR |
| Risen Records | OR | Urban League of Portland | OR |
| DePaul Treatment Centers, Inc. | OR | La Grande Foursquare Church | OR |
| Ministerio International Casa | OR | Portland Oregon Visitors Association | OR |
| New Paradise Worship Center | OR | Barter Union International | OR |
| Mission Increase Foundation | OR | Southern Oregon Project Hope | OR |
| Curry Public Transit Inc | OR | Our United Villages | OR |
| THREE RIVERS CASINO | OR | Sunset Presbyterian Church | OR |
| Brookings Harbor Christian School | OR | Youth M.O.V.E. Oregon | OR |
| Local 290 | OR | Samaritan Health Services Inc. | OR |
| Hope Church of The Assemblies of God Albany Oregon | OR | St. Mary's Church | OR |
| | | Santiam Assembly of God | OR |
| Sherwood Community Friends Church | OR | CASCADES WEST FINANCIAL SERVICES IN | OR |
| Bethesda Lutheran Church | OR | | |
| Legacy Mt. Hood Medical Center | OR | Kilchis House | OR |
| Adelante Mujeres | OR | Calvary Assembly of God | OR |
| Yamhill Community Care Organization | OR | Lake Grove Presbyterian Church | OR |
| Trinity United Methodist Church | OR | Grace Lutheran School | OR |
| Portland Japanese Garden | OR | Western Mennonite School | OR |
| Ike Box Cafe | OR | OEA CHOICE TRUST | OR |
| The Madeleine Parish | OR | American Tinnitus Association | OR |
| The Tucker-Maxon Oral School | OR | Oregon Coast Aquarium, Inc. | OR |
| Southwest Neighborhoods, Inc | OR | HOPE POINT CHURCH | OR |
| Wallowa Valley Center For Wellness | OR | Unitus Community Credit Union | OR |
| KIDS INTERVENTION AND DIAGNOSTIC CENTER | OR | St John the Baptist Greek Orthodox Church | OR |
| Joy Church Eugene | OR | Parkinson's Resources of Oregon | OR |
| Portland Yacht Club | OR | Oregon Independent Automobile Dealers Association | OR |
| League of Women Voters | OR | | |
| Oregon & Southern Idaho District Council of Laborers' | OR | COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON | OR |
| Portland Police Sunshine Division | OR | St. Elizabeth Ann Seton Church | OR |
| Curry Health Network | OR | St Andrews Presbyterian | OR |
| United Way of Lane County | OR | Oregon Rural Electric Cooperative Association | OR |
| The Lighthouse School | OR | | |
| Olive Plaza | OR | THE MILL CASINO | OR |
| Rogue Valley Humane Society | OR | Gateway Prebyterian Church | OR |
| Willamette Carpenters Training Center, Inc | OR | Oregon Jewish Museum and Center for Holoacust Education | OR |
| Great Portland Bible | OR | Northwest Opening | OR |
| College Possible | OR | Oregon State University | OR |
| Unithed Way | OR | Treasure Valley Community College | OR |
| Community Energy Project | OR | Institute of Technology | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| Unviersity of Oregon | OR |
| OREGON UNIVERSITY SYSTEM | OR |
| University of Western States | OR |
| GEORGE FOX UNIVERSITY | OR |
| LEWIS AND CLARK COLLEGE | OR |
| PACIFIC UNIVERSITY | OR |
| REED COLLEGE | OR |
| WILLAMETTE UNIVERSITY | OR |
| LINFIELD COLLEGE | OR |
| MULTNOMAH BIBLE COLLEGE | OR |
| NORTHWEST CHRISTIAN COLLEGE | OR |
| NATIONAL COLLEGE OF NATURAL MEDICINE | OR |
| BLUE MOUNTAIN COMMUNITY COLLEGE | OR |
| PORTLAND STATE UNIV. | OR |
| CLACKAMAS COMMUNITY COLLEGE | OR |
| MARYLHURST UNIVERSITY | OR |
| OREGON HEALTH AND SCIENCE UNIVERSITY | OR |
| BIRTHINGWAY COLLEGE OF MIDWIFERY | OR |
| pacific u | OR |
| UNIVERSITY OF OREGON | OR |
| CONCORDIA UNIV | OR |
| Marylhurst University | OR |
| Corban College | OR |
| NORTH MARION SCHL DIST | OR |
| University of Oregon - Purchasing and Contracting Services | OR |
| Oregon Center For Advanced T | OR |
| UNIVERSITY OF PORTLAND | OR |
| OSU Deschutes County Extension Service | OR |
| Portland Actors Conservatory | OR |
| University Of Oregon Athletics Department | OR |
| Ecola Bible School | OR |
| Tokyo Int'l University of America, Inc | OR |
| WARNERPACIFIC COLG | OR |
| Beta Omega Alumnae | OR |
| Oregon Institute of Technology | OR |
| SOUTHERN OREGON UNIVERSITY | OR |
| EASTERN OREGON UNIVERSITY | OR |
| Wilco Farmers | OR |
| Harvest Church | OR |
| Sociecty of American Foresters | OR |
| Clackamas River Water Providers | OR |
| eickhoff dev co inc | OR |
| Cornerstone Association Inc | OR |
| The Klamath Tribe | OR |
| advocate care | OR |
| Cannon Beach Fire | OR |
| Life Flight Network LLC | OR |
| OREGON DEPT OF FISH & WILDLIFE-SAUVIE | OR |
| COVENANT RETIREMENT COMMUNITIES | OR |
| PENTAGON FEDERAL CREDIT UNION | OR |
| SAIF CORPORATION | OR |
| GREATER HILLSBORO AREA CHAMBER OF COMMERCE | OR |
| USAGENCIES CREDIT UNION | OR |
| PACIFIC CASCADE FEDERAL CREDIT UNION | OR |
| LOCAL GOVERNMENT PERSONNEL INSTITUTE | OR |
| GRANTS PASS MANAGEMENT SERVICES, DBA | OR |
| SPIRIT WIRELESS | OR |
| Kartini Clinic | OR |
| Astra | OR |
| Beit Hallel | OR |
| Cvalco | OR |
| Elderhealth and Living | OR |
| OREGON CORRECTIONS ENTERPRISES | OR |
| OREGON STATE HOSPITAL | OR |
| OFFICE OF PUBLIC DEFENSE SERVICES | OR |
| Clatskanie People's Utility District | OR |
| PIONEER COMMUNITY DEVELOPMENT | OR |
| MARION COUNTY HEALTH DEPT | OR |
| Ricoh USA | OR |
| Heartfelt Obstetrics & Gynecology | OR |
| Coquille Economic Development Corporation | OR |
| CITY/COUNTY INSURANCE SERVICE | OR |
| COMMUNITY CYCLING CENTER | OR |
| Shangri La | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| Portland Impact | OR |
| Eagle Fern Camp | OR |
| KLAMATH FAMILY HEAD START | OR |
| RIVER CITY DANCERS | OR |
| Oregon Permit Technical Association | OR |
| KEIZER EAGLES AERIE 3895 | OR |
| Pgma/Cathie Bourne | OR |
| Sunrise Water | OR |
| Burns Paiute Tribe | OR |
| Oregon Public Broadcasting | OR |
| La Grande Family Practice | OR |
| Linn Benton Lincoln Educational Services District | OR |
| SHERMAN COUNTY SCHOOL DISTRICT | OR |
| Ricoh USA | OR |
| Sphere MD | OR |
| BIENESTAR, INC. | OR |
| MEDFORD WATER COMMISSION | OR |
| Solutins Yes | OR |
| sunrise water authority | OR |
| Mountain Valley Therapy | OR |
| EAstern Oregon Trade and Event Center | OR |
| Waste-Pro | OR |
| QUEEN OF PEACE SCHOOL | OR |
| Columbia River Inter-tribal Fish Commission | OR |
| NPKA | OR |
| IBEW280 | OR |
| Confederated Tribes of Warm Springs | OR |
| Point West Credit Union | OR |
| Oregon State Credit Union | OR |
| PIONEER TELEPHONE COOPERATIVE | OR |
| Halsey-Shedd Fire District | OR |
| Northwest Power and Conservation Council | OR |
| Oregon Funeral Directors Association | OR |
| Nez Perce Tribe | OR |
| Obsidian Urgent Care, P.C. | OR |
| First Presbyterian Church of La Grande | OR |
| CONFLUENCE ENVIRONMENTAL CENTE | OR |
| A&I Benefit Plan Administrators, Inc. | OR |
| K Churchill Estates | OR |
| CSC HEAD START | OR |
| NORTHWEST VINTAGE CAR AND MOTORCYCLE | OR |
| crescent grove cemetery | OR |
| IONE HIGH SCHOOL | OR |
| Port of Toledo | OR |
| Roseburg Police Department | OR |
| Molalla Rural Fire Protection District | OR |
| MONMOUTH - INDEPENDENCE NETWORK | OR |
| EUGENE WATER & ELECTRIC BOARD | OR |
| MALIN COMMUNITY PARK AND RECREATION DISTRICT | OR |
| TILLAMOOK PEOPLES UTILITY DISTRICT | OR |
| GLADSTONE POLICE DEPARTMENT | OR |
| GOLD BEACH POLICE DEPARTMENT | OR |
| THE NEWPORT PARK AND RECREATION CENTER | OR |
| RIVERGROVE WATER DISTRICT | OR |
| TUALATIN VALLEY FIRE & RESCUE | OR |
| GASTON RURAL FIRE DEPARTMENT | OR |
| CITY COUNTY INSURANCE SERVICES | OR |
| SOUTH SUBURBAN SANITARY DISTRICT | OR |
| SOUTH FORK WATER BOARD | OR |
| SUNSET EMPIRE PARK AND RECREATION | OR |
| SPRINGFIELD UTILITY BOARD | OR |
| Tillamook Urban Renewal Agency | OR |
| Netarts Water District | OR |
| OAK LODGE SANITARY DISTRICT | OR |
| Boardman Rural Fire Protection District | OR |
| Tualatin Soil and Water Conservation District | OR |
| Silverton Fire District | OR |
| Lewis and Clark Rural Fire Protection District | OR |
| Rainbow Water District | OR |
| Illinois Valley Fire District | OR |
| Clatskanie RFPD | OR |
| PORT OF TILLAMOOK BAY | OR |
| TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE | OR |
| METROPOLITAN EXPOSITION-RECREATION COMMISSION | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| REGIONAL AUTOMATED INFORMATION NETWORK | OR |
| OAK LODGE WATER DISTRICT | OR |
| THE PORT OF PORTLAND | OR |
| WILLAMALANE PARK AND RECREATION DISTRICT | OR |
| TUALATIN VALLEY WATER DISTRICT | OR |
| UNION SOIL & WATER CONSERVATION DISTRICT | OR |
| LANE EDUCATION SERVICE DISTRICT | OR |
| TUALATIN HILLS PARK AND RECREATION DISTRICT | OR |
| PORT OF SIUSLAW | OR |
| CHEHALEM PARK AND RECREATION DISTRICT | OR |
| PORT OF ST HELENS | OR |
| LANE TRANSIT DISTRICT | OR |
| CENTRAL OREGON INTERGOVERNMENTAL COUNCIL | OR |
| HOODLAND FIRE DISTRICT NO.74 | OR |
| MID COLUMBIA COUNCIL OF GOVERNMENTS | OR |
| WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT | OR |
| SALEM AREA MASS TRANSIT DISTRICT | OR |
| Banks Fire District #13 | OR |
| KLAMATH COUNTY 9-1-1 | OR |
| GLENDALE RURAL FIRE DISTRICT | OR |
| COLUMBIA 911 COMMUNICATIONS DISTRICT | OR |
| CLACKAMAS RIVER WATER | OR |
| NW POWER POOL | OR |
| Lowell Rural Fire Protection District | OR |
| TriMet Transit | OR |
| Estacada Rural Fire District | OR |
| Keizer Fire District | OR |
| State Accident Insurance Fund Corporation | OR |
| Bend Metro Park & Recreation District | OR |
| Port of Hood River | OR |
| La Pine Park & Recreation District | OR |
| Brookings- HArbor School District 17c | OR |
| Siuslaw Public Library District | OR |
| Tri-County Metropolitan Transportation District of Oregon ("TriMet") | OR |
| Columbia River Fire & Rescue | OR |
| Fern Ridge Library District | OR |
| Bend Park and Recreation District | OR |
| Port of Garibaldi | OR |
| Seal Rock Water District | OR |
| Rockwood Water P.U.D. | OR |
| Gollux | OR |
| Tillamook Fire District | OR |
| Tillamook County Transportation Dist | OR |
| Central Lincoln People's Utility District | OR |
| Jefferson Park and Recreation | OR |
| City of Monmouth / Public Works | OR |
| McMinnville Police Department | OR |
| Long Creek School District | OR |
| City of Salem Fire Department | OR |
| City of Sublimity | OR |
| City of Central Point Parks and Recreation | OR |
| Gearhart Fire Department | OR |
| Woodburn City Of | OR |
| Brookings Fire / Rescue | OR |
| City of Veneta | OR |
| CITY OF DAMASCUS | OR |
| Hermiston Fire & Emergency Svcs | OR |
| CEDAR MILL COMMUNITY LIBRARY | OR |
| CITY OF LAKE OSWEGO | OR |
| LEAGUE OF OREGON CITIES | OR |
| CITY OF SANDY | OR |
| CITY OF ASTORIA OREGON | OR |
| CITY OF BEAVERTON | OR |
| CITY OF BOARDMAN | OR |
| CITY OF CANBY | OR |
| CITY OF CANYONVILLE | OR |
| CITY OF CENTRAL POINT POLICE DEPARTMENT | OR |
| CITY OF CLATSKANIE | OR |
| CITY OF CONDON | OR |
| CITY OF COOS BAY | OR |
| CITY OF CORVALLIS | OR |
| CITY OF CRESWELL | OR |
| CITY OF ECHO | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | | | |
|---|---|---|---|
| CITY OF ESTACADA | OR | CITY OF NORTH PLAINS | OR |
| CITY OF EUGENE | OR | CITY OF GERVAIS | OR |
| CITY OF FAIRVIEW | OR | CITY OF YACHATS | OR |
| CITY OF GEARHART | OR | FLORENCE AREA CHAMBER OF | |
| CITY OF GOLD HILL | OR | COMMERCE | OR |
| CITY OF GRANTS PASS | OR | PORTLAND DEVELOPMENT | |
| CITY OF GRESHAM | OR | COMMISSION | OR |
| CITY OF HILLSBORO | OR | CITY OF CANNON BEACH OR | OR |
| CITY OF HOOD RIVER | OR | CITY OF ST. PAUL | OR |
| CITY OF JOHN DAY | OR | CITY OF ADAIR VILLAGE | OR |
| CITY OF KLAMATH FALLS | OR | CITY OF WILSONVILLE | OR |
| CITY OF LA GRANDE | OR | CITY OF HAPPY VALLEY | OR |
| CITY OF MALIN | OR | CITY OF SHADY COVE | OR |
| CITY OF MCMINNVILLE | OR | CITY OF LAKESIDE | OR |
| CITY OF HALSEY | OR | CITY OF MILLERSBURG | OR |
| CITY OF MEDFORD | OR | CITY OF GATES | OR |
| CITY OF MILL CITY | OR | KEIZER POLICE DEPARTMENT | OR |
| CITY OF MILWAUKIE | OR | CITY OF DUNDEE | OR |
| CITY OF MORO | OR | Pendleton Police Department | OR |
| CITY OF MOSIER | OR | CITY OF AURORA | OR |
| CITY OF NEWBERG | OR | THE CITY OF NEWPORT | OR |
| CITY OF OREGON CITY | OR | CITY OF ALBANY | OR |
| CITY OF PILOT ROCK | OR | CITY OF ASHLAND | OR |
| CITY OF POWERS | OR | CITY OF LEBANON | OR |
| RAINIER POLICE DEPARTMENT | OR | CITY OF PORTLAND | OR |
| CITY OF REEDSPORT | OR | CITY OF SALEM | OR |
| CITY OF RIDDLE | OR | CITY OF SPRINGFIELD | OR |
| CITY OF SCAPPOOSE | OR | METRO | OR |
| CITY OF SEASIDE | OR | CITY OF BURNS | OR |
| CITY OF SILVERTON | OR | CITY OF COTTAGE GROVE | OR |
| CITY OF STAYTON | OR | CITY OF DALLAS | OR |
| City of Troutdale | OR | CITY OF FALLS CITY | OR |
| CITY OF TUALATIN, OREGON | OR | CITY OF PHOENIX | OR |
| CITY OF WARRENTON | OR | CITY OF PRAIRIE CITY | OR |
| CITY OF WEST LINN/PARKS | OR | CITY OF REDMOND | OR |
| CITY OF WOODBURN | OR | CITY OF SHERWOOD | OR |
| CITY OF TIGARD, OREGON | OR | City of junction city | OR |
| CITY OF AUMSVILLE | OR | City of Florence | OR |
| CITY OF PORT ORFORD | OR | Columbia Gorge Community | OR |
| CITY OF EAGLE POINT | OR | West Linn Police Department | OR |
| CITY OF WOOD VILLAGE | OR | City of Dayton | OR |
| St. Helens, City of | OR | City of Carlton | OR |
| CITY OF WINSTON | OR | City of Pendleton Convention Center | OR |
| CITY OF COBURG | OR | City of Monmouth | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| City of Philomath | OR |
| City of Sheridan | OR |
| Seaside Public Library | OR |
| City of Yoncalla | OR |
| La Grande Police Department | OR |
| City of Joseph | OR |
| Cove City Hall | OR |
| NW PORTLAND INDIAN HEALTH BOARD | OR |
| Portland Patrol Services | OR |
| City Of Bend | OR |
| City Of Coquille | OR |
| City Of Molalla | OR |
| ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT | OR |
| City of St. Helens | OR |
| City of North Powder | OR |
| City of Eugene | OR |
| City of Cornelius, OR | OR |
| Toledo Police Department | OR |
| Springfield Public Library | OR |
| City of Independence | OR |
| City of Cascade Locks | OR |
| City of Columbia City | OR |
| City of Baker City | OR |
| McMinnville Water & Light | OR |
| City of Pendleton Parks & Recreation | OR |
| CITY OF HEPPNER | OR |
| CITY OF HERMISTON | OR |
| CITY OF SWEETHOME | OR |
| CITY OF THE DALLES | OR |
| CLACKAMAS FIRE DIST#1 | OR |
| DESCHUTES PUBLIC LIBRARY | OR |
| STAYTON FIRE DISTRICT | OR |
| Lake County Chamber of Commerce Inc | OR |
| City of Talent | OR |
| City of Ontario | OR |
| City of Corvallis Parks and Recreation | OR |
| North Lincoln Fire & Rescue #1 | OR |
| Gresham Police Department | OR |
| City of Harrisburg | OR |
| Gladstone Public Library | OR |
| West Linn Police | OR |
| City of Portland Parks Bureau | OR |
| City of Astoria Parks Dept. | OR |
| Seaside Fire & Rescue | OR |
| Florence Police Department | OR |
| City Of North Bend | OR |
| City of Union | OR |
| City of Nehalem | OR |
| City of Richland | OR |
| CITY OF LINCOLN CITY | OR |
| City of Donald | OR |
| City of Milton-Freewater | OR |
| CITY OF MADRAS | OR |
| CITY OF SCIO | OR |
| City of Forest Grove | OR |
| City Govrnment | OR |
| City of Mt. Angel | OR |
| Albany Police Department | OR |
| Umatilla Electric Cooperative | OR |
| WATER ENVIRONMENT SERVICES | OR |
| Polk County Fire District No.1 | OR |
| Clatsop Care Health District-Clatsop Retirement Village | OR |
| Netarts-Oceanside RFPD | OR |
| UIUC | OR |
| Rogue River Fire District | OR |
| Aurora Rural FIre District | OR |
| Tillamook County Emergency Communications District | OR |
| Southern Coos Hospital | OR |
| Oregon Cascades West Council of Governments | OR |
| MULTONAH COUNTY DRAINAGE DISTRICT #1 | OR |
| PORT OF BANDON | OR |
| OR INT'L PORT OF COOS BAY | OR |
| MID-COLUMBIA CENTER FOR LIVING | OR |
| DESCHUTES COUNTY RFPD NO.2 | OR |
| YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT | OR |
| PACIFIC STATES MARINE FISHERIES COMMISSION | OR |
| CENTRAL OREGON IRRIGATION DISTRICT | OR |
| MARION COUNTY FIRE DISTRCT #1 | OR |
| COLUMBIA RIVER PUD | OR |

# EXHIBIT 8

**SERIAL 180233-RFP**

| | |
|---|---|
| SANDY FIRE DISTRICT NO. 72 | OR |
| BAY AREA HOSPITAL DISTRICT | OR |
| NEAH KAH NIE WATER DISTRICT | OR |
| PORT OF UMPQUA | OR |
| EAST MULTNOMAH SOIL AND WATER CONSERVANCY | OR |
| Benton Soil & Water Conservation District | OR |
| DESCHUTES PUBLIC LIBRARY SYSTEM | OR |
| CLEAN WATER SERVICES | OR |
| North Douglas County Fire & EMS | OR |
| Crooked River Ranch Rural Fire Protection District | OR |
| PARROTT CREEK CHILD & FAM | OR |
| South Lane County Fire And Rescue | OR |
| Mill City RFPD | OR |
| Lake Chinook Fire & Rescue | OR |
| Clackamas County Water Environment Services | OR |
| Amity Fire District | OR |
| CENTRAL OREGON COMMUNITY COLLEGE | OR |
| UMPQUA COMMUNITY COLLEGE | OR |
| LANE COMMUNITY COLLEGE | OR |
| MT. HOOD COMMUNITY COLLEGE | OR |
| LINN-BENTON COMMUNITY COLLEGE | OR |
| SOUTHWESTERN OREGON COMMUNITY COLLEGE | OR |
| PORTLAND COMMUNITY COLLEGE | OR |
| CHEMEKETA COMMUNITY COLLEGE | OR |
| ROGUE COMMUNITY COLLEGE | OR |
| COLUMBIA GORGE COMMUNITY COLLEGE | OR |
| TILLAMOOK BAY COMMUNITY COLLEGE | OR |
| KLAMATH COMMUNITY COLLEGE DISTRICT | OR |
| Oregon Coast Community College | OR |
| Clatsop Community College | OR |
| North Portland Bible College | OR |
| OREGON COMMUNITY COLLEGE ASSOCIATION | OR |
| Umpqua Valley Public Defender | OR |
| Teacher Standards and Pracitices Commission | OR |
| Salem Keizer School District Purchasing | OR |
| Kdrv Channel 12 | OR |
| Opta Oregon Permit Technician | OR |
| Oregon Forest Resources Institute | OR |
| Office of the Ong Term Care Ombudsman | OR |
| Oregon State Lottery | OR |
| OREGON TOURISM COMMISSION | OR |
| OREGON STATE POLICE | OR |
| OFFICE OF THE STATE TREASURER | OR |
| OREGON DEPT. OF EDUCATION | OR |
| SEIU LOCAL 503, OPEU | OR |
| OREGON DEPARTMENT OF FORESTRY | OR |
| OREGON STATE DEPT OF CORRECTIONS | OR |
| OFFICE OF MEDICAL ASSISTANCE PROGRAMS | OR |
| OREGON OFFICE OF ENERGY | OR |
| OREGON STATE BOARD OF NURSING | OR |
| BOARD OF MEDICAL EXAMINERS | OR |
| OREGON LOTTERY | OR |
| OREGON BOARD OF ARCHITECTS | OR |
| SANTIAM CANYON COMMUNICATION CENTER | OR |
| OREGON DEPT OF TRANSPORTATION | OR |
| OREGON TRAVEL INFORMATION COUNCIL | OR |
| OREGON DEPARTMENT OF EDUCATION | OR |
| OREGON DEPT. OF CORRECTIONS | OR |
| DEPARTMENT OF ADMINISTRATIVE SERVICES | OR |
| Oregon Board of Massage Therapists | OR |
| Oregon Forest Industries Council | OR |
| Oregon Tradeswomen | OR |
| Oregon Convention Center | OR |
| OREGON SCHL BRDS ASSOCIAT | OR |
| Central Oregon Home Health and Hos | OR |
| Oregon Health Care Quality Cor | OR |
| OREGON DEPARTMENT OF HUMAN SERVICES | OR |
| Oregon Air National Guard | OR |
| Training & Employment | OR |

# EXHIBIT 8

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| | |
|---|---|
| State of Oregon - Department of Administrative Services | OR |
| Aging and People with Disabilities | OR |
| Department of Administrative Services | OR |
| Oregon State Treasury | OR |
| Oregon State Fair Council | OR |
| Oregon DEQ | OR |
| Procurement Services/DAS | OR |
| STATE OF OREGON | OR |
| OREGON JUDICIAL DEPARTMENT | OR |
| Oregon State Board of Architect Examiners | OR |
| Oregon Board of Chiropractic Examiners | OR |
| City of Astoria Fire Department | OR |
| Columbia Gorge ESD | OR |
| Nehalem Bay Wastewater | OR |
| Association of Oregon Community Mental Health Programs | OR |
| Klamath County Association of Realtors | OR |
| VA | OR |
| US FISH AND WILDLIFE SERVICE | OR |
| Bonneville Power Administration | OR |
| Bureau Of Land Management | OR |
| Oregon Army National Guard | OR |
| Linn County Sheriff Office | OR |
| USDA Forest Service | OR |
| 123d Fighter Squadron | OR |
| Yellowhawk Tribal Health Center | OR |
| ANGELL JOB CORPS | OR |
| Coquille Indian Housing Authority | OR |
| COLLEGE HOUSING NORTHWEST | OR |
| HOUSING AUTHORITY OF CLACKAMAS COUNTY | OR |
| HOUSING AUTHORITY OF PORTLAND | OR |
| WEST VALLEY HOUSING AUTHORITY | OR |
| HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY | OR |
| NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY | OR |
| MARION COUNTY HOUSING AUTHORITY | OR |
| HOUSING AUTHORITY OF THE CITY OF SALEM | OR |
| Housing Authority of Yamhill County | OR |
| The Housing Authority of the County of Umatilla | OR |
| homeforward | OR |
| Access Inc | OR |

# EXHIBIT 9

## FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental
Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

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**EXHIBIT 10**

## COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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**EXHIBIT 11**

**UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

**SERIAL 180233-RFP**

## EXHIBIT 12

## ORACLE SOFTWARE TERMS AND CONDITIONS

ORACLE

**ORACLE SOFTWARE PROGRAMS AND/OR SERVICES**
**US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818**

**THESE ORACLE SOFTWARE PROGRAM AND/OR SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("SOFTWARE STCs") SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE SOFTWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE SOFTWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.**

### A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term "services" refers to annual technical support services which you have ordered.

### B. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation 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.

**C. Ownership and Restrictions**

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services 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 services you have acquired);
- 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), operating system or integrated software; or
- disclose results of any program benchmark tests.

**D. Warranties, Disclaimers and Exclusive Remedies**

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

**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 SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.**

**TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**E. Technical Support**

Technical support consists of annual technical support services you may have ordered or will order for the programs, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Software STCs. Bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

**F. Intellectual Property Indemnification**

If someone makes a claim against 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, or material ("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 its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else'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 for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the 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 to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

**This section provides Your and Oracle's exclusive remedy for any infringement claims or damages.**

**G. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR**

**THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.**

**H. Other**

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, 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 separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, 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 relevant order, 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 for any program licensed under the order, per the terms of these Software STCs.

3. **Accessibility**

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

4. **Internet Protocol version 6 (IPv6).**

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance

with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, 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, program, and/or materials resulting from services (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.

6. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor 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 delivery date to evaluate these programs. If you decide 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 distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and 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.

10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

11. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

12. Source code maybe delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

13. Programs and service 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.

14. For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

15. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit B. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

16. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A.

17. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

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## EXHIBIT A

## ORACLE LICENSE DEFINITIONS AND RULES v120117

**The following are Oracle's standard License Definitions and Rules, some of which by their very nature may not apply to the Oracle products and services in your order. Nevertheless, the definitions for the terms enumerated herein shall control for the purposes of any order for Oracle products and/or services.**

**EXHIBIT B**

**APPLICATIONS LICENSING TABLE**

http://www.oracle.com/us/corporate/contracts

**Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.**

**SERIAL 180233-RFP**

# EXHIBIT 13
# ORACLE CLOUD TERMS AND CONDITIONS



## ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS
v041818

**THESE ORACLE CLOUD SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("CLOUD STCS") SHALL APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE CLOUD STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTION. THESE CLOUD STCS ARE CONSIDERED PART OF THE SCHEUDLE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACT.**

### A. Definitions

"You" and "Your" refers to the ordering activity that has ordered Oracle Services from an authorized distributor ("Contractor") under the Contract.

The term "Contract" refers to the Contractor's US Communities contract.

The term "Oracle Software" means any software agent, application or tool that Oracle makes available to You for download specifically for the purpose of facilitating Your access to, operation of, and/or use with, the Services.

The term "Program Documentation" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

The term "Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in these Cloud STCs; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order as required by the Contractor. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

The term "Third Party Content" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third party content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

The term "Users" means for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with these Cloud STCs and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers, or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of these Cloud STCs and Your order.

The term "Your Content" means all software, data (including Personal Data as that term is defined in the Data Processing Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under these Cloud STCs, Oracle Software,

other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content". Your content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

**B. Use of Services**

Upon Contractor's acceptance of Your order, Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to these Cloud STCs and Your order. Except as otherwise stated in these Cloud STCs or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order (the "Service Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with these Cloud STCs and the order.

The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that Oracle has in these Cloud STCs and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

**C. Ownership Rights and Restrictions**

You and Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights to the Services, derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under Your order.

You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

You grant Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with these Cloud STCs and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by these Cloud STCs or Your order.

**D. Term and Termination**

Services shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with these Cloud STCs. These Cloud STCs will continue to govern any order for the duration of the Services Period of such order.

If You order Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will NOT automatically be extended for an additional Services Period of the same duration. To extend the Services, You must provide Contractor with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention to renew such Services and You execute an order modification or enter into a new order to renew such Services. The preceding sentence shall not apply if Contractor provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.

Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under these Cloud STCs or Your order.

If Oracle, the Contractor, or You breach a material term of Your order, including these Cloud STCs, and fails to correct the breach within 30 days of written specification of the breach, then a nonbreaching party may terminate the order under which the breach occurred. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching parties may agree in their sole discretion to extend the thirty (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 Your order or Your contract (including these Cloud STCs) with Contractor, You may not use those Services ordered

You may terminate the Contract or Your order at any time without cause by giving Contractor 30 days' prior written notice of such termination. Termination of the Contract will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if the Contract and these Cloud STCs were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of the Contract.

For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60-day retrieval period, and except as may be required by law, Oracle will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Oracle's data deletion practices are described in more detail in the Service Specifications.

Provisions in these Cloud STCs that survive termination or expiration of the Contract are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

**E. Fees and Taxes**

Fees paid for Services performed are non-refundable, except as provided in these Cloud STCs or Your order. Fees for Services offerings are invoiced in arrears of the service performance. Fees for Services listed in an order are exclusive of taxes and expenses.

You agree and acknowledge that You have not relied on the future availability of any services, programs or updates in executing Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver services that You have ordered per the terms of these Cloud STCs.

**F. Nondisclosure**

By virtue of Your order and these Cloud STCs, Oracle, the Contractor and You may disclose to each other information that is confidential ("Confidential Information"). Confidential information shall be limited to the terms and pricing under these Cloud STCs and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

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.

Subject to applicable law, Oracle, the Contractor and You each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under these Cloud STCs, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content resident in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and these Cloud STCs are subject to applicable freedom of information or open records law. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

**G. Protection of Your Content**

In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the following:

a. the relevant Oracle privacy policies applicable to the Services ordered, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at http://www.oracle.com/us/corporate/contracts/cloud-services/index.html.

To the extent Your Content includes Personal Data (as that term is defined in the Data Processing Agreement), Oracle will furthermore comply with the applicable version of the *Oracle Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at http://www.oracle.com/dataprocessingagreement and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and Oracle's processing of, Your Content (including any Personal Data) as part of the Services, (b) any

security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of these Cloud STCs. You may disclose or transfer, or instruct Oracle to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer, Oracleis no longer responsible for the security, integrity or confidentiality of such content outside of Oracle.

Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

**H. Warranties, Disclaimers and Exclusive Remedies**

For the sake of clarity, this is Oracle's warranty; nevertheless, it shall be accessed by You through the Contractor.

Oracle warrants that during the Services Period, Oracle will perform Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

**ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORAMCNE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.**

**FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERIVCES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CONTRACTOR THE FEES FOR THE DEFICIENT SERVICES THAT CONTRACTOR PAID TO ORACLE FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT, AND CONTRACTOR WILL IN TURN REFUND TO YOU THE FEES FOR THE DEFICIENT SERVICES THAT YOU PAID TO CONTRACTOR FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.**

**TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**I. Limitation of Liability**

**IN NO EVENT SHALL YOU, THE CONTRACTOR, ORACLE OR ANY PARTY'S AFFILIAITES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXAMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER YOUR ORDER), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE**

**EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOUR FROM CONTRACTOR UNDER SUCH ORDER.**

**IN NO EVENT SHALL THE AGGREGATE LIABLITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THESE CLOUD STCS OR YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER.**

**J. Intellectual Property Indemnification**

If a third party makes a claim against 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, service, 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, to the extent not prohibited by law, defend the Recipient against the claim and indemnify 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 Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after 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 Provider needs to defend against or settle the claim.

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 the fees the Recipient may have paid for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

The Provider will not indemnify the Recipient if the Recipient (a) alter the Material or use it outside the scope of use identified in the Provider's user documentation or Service Specifications, or (b) uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on third Party Content or any Material from a third party portal or other source that is accessible or make available to Your within or by the Services (e.g. a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from a third party data providers, etc.

**This Section J provides the parties' exclusive remedy for any infringement claims or damages.**

**K. Third Party Content, Services and Websites**

The Services may enable You to link to, transmit Your Content or Third Party Content to, or otherwise access, third parties' web sites, platforms, content, products, services, and information ("Third Parties Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses

or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

Any Third Party Content Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may update, change or modify the Services under the Contract, as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or third party services without any liability to You or the Contractor. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under the Contract, these Cloud STCs or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

**L. Service Monitoring, Analyses and Oracle Software**

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle retains all intellectual property rights in Service Analyses.

Oracle may provide You with the ability to obtain certain Oracle Software for use with the Services. If Oracle provides Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of these Cloud STCs and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of these Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under

the separate terms is not restricted in any way by these Cloud STCs.

**M. Export**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern Your use of the Services (including technical data) and any services deliverables provided under Your order, and You and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (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 acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

**N. Force Majeure**

Neither You, Contractor, nor Oracle 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 cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either You, Contractor, or Oracle may cancel unperformed Services and affected orders upon written notice. This Section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

**O. Assignment**

You may not assign Your order or give or transfer the Services, or an interest in the Services, to another individual or entity.

**P. Other**

1. Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle.

2. Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under these Cloud STCs and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under these Cloud STCs. The Contract (including these Cloud STCs) and Your order is entered exclusively between You and the Contractor. While Oracle has no contractual relationship with You, Oracle is a third-party beneficiary of the Contract (including these Cloud STCs) and Your order.

3. Any notice required under your order shall be provided to the other party, and Oracle, in writing. Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

4. If any term of these Cloud STCs is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of these Cloud STCs.

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

6. Prior to entering into an order governed by these Cloud STCs, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

7. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of these Cloud STCs and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of these Cloud STCs or the applicable order(s). You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights.

8. The Uniform Computer Transactions Act does not apply to these Cloud STCs nor any order placed pursuant to them.

9. The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Services provided under these Cloud STCs.

10. Internet Protocol version 6 (IPv6). Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the Contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Cloud STCs.

11. If any document incorporated by reference into these Cloud STCs contains a provision (a) allowing for the automatic termination of Your Services; or (b) allowing for the automatic renewal of Services and/or fees, then such terms shall not apply.

**SERIAL 180233-RFP**

# EXHIBIT 14

# ORACLE HARDWARE TERMS AND CONDITIONS

ORACLE

**ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818**

**THESE ORACLE HARDWARE, PROGRAMS AND SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("HARDWARE STCs") SHALL APPLY TO THE ORACLE HARDWARE, PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE HARDWARE STCSSHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTION. THESE HARDWARE STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.**

**A. Definitions**

"You" and "Your" refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term "integrated software options" refers to software or programmable code embedded in, installed on, or activated on the hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the integrated software options You are ordering. Not all hardware contains integrated software options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at http://oracle.com/contracts (the "Integrated Software Options License Rules") for the specific integrated software options that may apply to specific hardware. Oracle reserves the right to designate new software features as integrated software options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

The term "operating system" refers to the software that manages hardware for programs and other software.

The term "products" refers to programs, hardware, integrated software and operating system.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

The term "hardware" refers to the hardware equipment, including components, options and spare parts.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

**B. Hardware Composition**

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

**C. Rights Granted**

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation 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.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at http://oracle.com/contracts. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the

applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

**D. Ownership and Restrictions**

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of the contract or these Hardware STCs do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services 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, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

**E. Warranties, Disclaimers and Exclusive Remedies**

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic

download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/us/support/policies/index.html ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at http://www.oracle.com/us/support/policies/index.html ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
ii. maltreated or used in a manner other than in accordance with the relevant documentation;
iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
vi. relocated, to the extent that problems are attributable to such relocation;
vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
viii. used by parties appearing on the most current U.S. export exclusion list;
ix. relocated to countries subject to U.S. trade embargo or restrictions;
x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

This Oracle Hardware Warranty does not apply to normal wear of the hardware products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware product and may be void in the event that title to the hardware product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

**To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:**

**NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.**

**YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**F. Technical Support**

Technical support consists of annual technical support services you may have ordered or will order for the programs and/or hardware, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Hardware STCs. With respect to technical support for software products, bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you

decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the 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 services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

**G. Intellectual Property Indemnification**

If someone makes a claim against 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 ("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 its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Providercontrol of the defense, with input from Recipient, and any settlement negotiations; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else'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. If you are the Provider and such return materially affects Contractor's ability to meet its obligations under the relevant order (e.g., impairs Contractor's ability to perform due to a work statement, schedule or cost impact), then Contractor may, at its option and upon 30 days prior written notice, request termination of the order. . The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the 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 to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and these Hardware STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle 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, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value.

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

For claims related to hardware, if 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 are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle 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.

**This section provides your and Oracle's exclusive remedy for any infringement claims or damages.**

H. **NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE HARDWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.**

I. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services , 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 separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, 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 relevant order, 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 for any program licensed under the order, per the terms of these Hardware STCs.

3. Accessibility
The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the

availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Hardware STCs.

4. **Internet Protocol version 6 (IPv6)**
Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Hardware STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, 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, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (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 and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): '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.

6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor 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 delivery date to evaluate these programs. If you decide 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 distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and 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.

10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.

11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

13. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

14. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit B. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

15. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A. Oracle's Integrated Software Options License Definitions, Rules and Metrics are incorporated herein as Exhibit C. Terms for Oracle Solaris are incorporated herein as Exhibit D.

16. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

17. 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.

18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

**SERIAL 180233-RFP**

**SERIAL 180233-RFP**

## EXHIBIT A

### ORACLE LICENSE DEFINITIONS AND RULES v120117

**The following are Oracle's standard License Definitions and Rules, some of which by their very nature may not apply to the Oracle products and services in your order. Nevertheless, the definitions for the terms enumerated herein shall control for the purposes of any order for Oracle products and/or services.**

**SERIAL 180233-RFP**

**EXHIBIT B**

**APPLICATIONS LICENSING TABLE**

http://www.oracle.com/us/corporate/contracts

**Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.**

**SERIAL 180233-RFP**

**EXHIBIT C**

**ORACLE INTEGRATED SOFTWARE OPTIONS LICENSE DEFINITIONS, RULES AND METRICS**
http://www.oracle.com/us/corporate/contracts

**Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.**

**SERIAL 180233-RFP**

**EXHIBIT D**

**TERMS FOR ORACLE SOLARIS**

http://www.oracle.com/us/corporate/contracts

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# ATTACHMENT A
# PRICING

SERIAL 180233-RFP
NIGP CODE: 20655
RESPONDENT'S NAME:
COUNTY VENDOR NUMBER :
ADDRESS:
P.O. ADDRESS:
TELEPHONE NUMBER:
FACSIMILE NUMBER:
WEB SITE:
CONTACT (REPRESENTATIVE):
REPRESENTATIVE'S E-MAIL ADDRESS:

| | YES | NO |
|---|---|---|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT | [ ] | [ ] |

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

| | | |
|---|---|---|
| [ ] NET 10 DAYS | [ ] NET 45 DAYS | [ ] 1% 10 DAYS NET 30 DAYS |
| [ ] NET 15 DAYS | [ ] NET 60 DAYS | [ ] 2% 30 DAYS NET 31 DAYS |
| [ ] NET 20 DAYS | [ ] NET 90 DAYS | [ ] 1% 30 DAYS NET 31 DAYS |
| [ ] NET 30 DAYS | [ ] 2% 10 DAYS NET 30 D | [ ] 5% 30 DAYS NET 31 DAYS |

| | Product Discount | Support Discount |
|---|---|---|
| **1.3.1 Perpetual License Recap** | | |
| TOTAL DISCOUNTS | 0% | 0% |
| AVERAGE DISCOUNTS | 0.000% | 0.000% |
| **1.3.2 Engineered Systems Recap** | | |
| TOTAL DISCOUNTS | 0% | |
| AVERAGE DISCOUNTS | 0% | |
| **1.3.3 Hardware Recap** | | |
| TOTAL DISCOUNTS | 0% | |
| AVERAGE DISCOUNTS | 0% | |
| **1.3.4 Cloud Services Recap** | | |
| TOTAL DISCOUNTS | 0% | |
| AVERAGE DISCOUNTS | 0% | |
| **1.3.5 Professional Services Recap** | | |
| TOTAL DISCOUNTS | $ - | |
| AVERAGE DISCOUNTS | $ - | |
| **1.3.6 Support Services Recap** | | |
| TOTAL DISCOUNTS | NA | NA |
| AVERAGE DISCOUNTS | NA | NA |
| **1.3.7 Training Recap** | | |
| TOTAL DISCOUNTS | 0% | |
| AVERAGE DISCOUNTS | 0% | |
| **1.3.8 Financing Recap** | | |
| TOTAL DISCOUNTS | NA | NA |
| AVERAGE DISCOUNTS | NA | NA |

# ATTACHMENT A
# PRICING

**Reseller:**

## 1.3.1 Perpetual Licenses Catalog Products

| Global Price List - shown in dark grey | Metric | Insert Percentage Below<br>Min. Discount for Licenses XX% | Insert Percentage Below<br>First Year Maintenance Percentage based on discounted license Cost |
|---|---|---|---|
| **Technology Global Price List Products** | | | |
| Oracle Enterpise Edition Database | Processor | | |
| Oracle Enterpise Edition Database | Processor | | |
| Database Vault | Processor | | |
| Advanced Security | Processor | | |
| | | | |
| **Oracle Fusion Applications Component Global Price List** | | | |
| Application Management Suite for Oracle Fusion Applications | Named User Plus | | |
| Application Management Suite for Oracle Fusion Applications | Processor | | |
| | | | |
| **Oracle E-Business Suite Applications Global Price List Component Pricing** | | | |
| Purchasing | Application User | | |
| *Option: Sourcing | Application User | | |
| *Option: Sourcing Optimization | Application User | | |
| iProcurement | Application User | | |
| | | | |
| **Oracle Business Intelligence Applications Global Price List Component Pricing** | | | |
| Supply Chain and Order Management Analytics, Fusion Edition | Application User | | |
| Financial Analytics, Fusion Edition | Application User | | |
| Procurement & Spend Analytics, Fusion Edition | Application User | | |
| | | | |
| **Peoplesoft Component Global Price List** | | | |
| Absence Management | Employee | | |
| Benefits Administration | Employee | | |
| | | | |
| **JD Edwards Component Global Price List** | | | |

**Reseller:**

## 1.3.1 Perpetual Licenses Catalog Products

| Global Price List - shown in dark grey | Metric | Insert Percentage Below<br>Min. Discount for Licenses XX% | Insert Percentage Below<br>First Year Maintenance Percentage based on discounted license Cost |
|---|---|---|---|
| CRM Foundation | Application User | | |
| CRM Foundation | Connected Device | | |
| | | | |
| **Oracle Construction & Engineering Global Price List** | | | |
| Primavera P6 Enterprise Project Portfolio Management | Application User | | |
| Primavera P6 Progress Reporter | Application User | | |
| Primavera P6 Professional Project Management | Application User | | |
| | | | |
| **TOTALS** | | **0%** | **0%** |
| **AVERAGE DISCOUNTS** | | **0.000%** | **0.000%** |

**Reseller:**

## 1.3.1 Perpetual Licenses Catalog Products

| Global Price List - shown in dark grey | Metric | Insert Percentage Below<br>Min. Discount for Licenses XX% | Insert Percentage Below<br>First Year Maintenance Percentage based on discounted license Cost |
|---|---|---|---|
| **ORACLE PRODUCTS TRANSACTION BANDS FOR PRODUCT** | | | |
| | | DISCOUNT END USER WITH BUDGET LESS THAN $100 MILLION | DISCOUNT END USER WITH BUDGET MORE THAN $100 MILLION |
| **0-$25000** | | | |
| **$25000-$100,000** | | | |
| **$100,000-$250,000** | | | |
| **$250,000-$1,000,000** | | | |
| **$1,000,000- PLUS** | | | |
| TOTALS | | 0% | 0% |
| AVERAGE DISCOUNTS | | 0% | 0% |

**Reseller:**

## 1.3.2 Engineered Systems Catalog Products

4

| | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below |
|---|---|---|---|---|---|---|
| **Oracle Engineered Systems Global Price List** | **Min. Discount Eng Systems Hardware%** | **First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost** | **First Year Oracle Premier Support for Operating SystemsPercentage based on discounted Hardware Cost** | **First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost** | **Min. Discount for Licenses XX%** | **First Year SULS Percentage based on discounted license Cost** |
| **Product** | | | | | | |
| **Exadata** | | | | | | |
| Exadata Storage Server X7-2 Extreme Flash (EF) plus Infiniband Infrastructure | | | | | | |
| Exadata Storage Server X7-2 High Capacity (HC) plus Infiniband Infrastructure | | | | | | |
| Exadata Eighth Rack Storage Server X7-2 High Capacity (HC) plus InfiniBand Infrastructure | | | | | | |
| Exadata Storage Server Software | | | | | | |
| **TOTALS** | **0%** | **0%** | **0%** | **0%** | **0%** | **0%** |
| **AVERAGE DISCOUNTS** | **0.000%** | **0.000%** | **0.000%** | **0.000%** | **0.000%** | **0.000%** |
| | TOTAL | 0% | | | | |
| | AVERAGE TOTAL | 0% | | | | |


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**Reseller:**

### 1.3.3 Hardware, Servers, Storage and Networking Catalog Products

| | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below |
|---|---|---|---|---|---|---|
| **Global Price List - shown in dark grey** | **Min. Discount Hardware%** | **First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost** | **First Year Oracle Premier Support for Operating SystemsPercentage based on discounted Hardware Cost** | **First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost** | **Min. Discount for Licenses XX%** | **First Year SULS Percentage based on discounted license Cost** |
| **Systems Hardware and Software Global Price List** | | | | | | |
| SPARC S7-2 server: base with 1 SPARC S7 8-core 4.27 GHz processor (for factory installation) | | | | | | |
| StorageTek Availability Suite Software | | | | | | |
| **TOTALS** | **0%** | **0%** | **0%** | **0%** | **0%** | **0%** |
| **AVERAGE DISCOUNTS** | **0.000%** | **0.000%** | **0.000%** | **0.000%** | **0.000%** | **0.000%** |
| TOTAL | 0% | | | | | |
| AVERAGE TOTAL | 0% | | | | | |

**Reseller:**

## 1.3.4 Cloud Services Catalog Products

| Global Price List - shown in dark grey | Metric | Insert Percentage Below<br>Min. Discount for Service XX% |
|---|---|---|
| **Oracle Cloud Software as a Service (SaaS)** | | |
| **Oracle RightNow Global Price List** | | |
| Oracle RightNow Standard Dynamic Agent Desktop Cloud Service | Hosted Named User | |
| Oracle Policy Automation Agent Cloud Service | Hosted Named User | |
| | | |
| **Oracle Taleo Cloud Service Global Price List** | | |
| Oracle Talent Acqusition Cloud Service | Hosted Employee | |
| Taleo Scheduling Cloud Service | Hosted Employee | |
| | | |
| **Oracle Fusion Cloud Service Global Price List** | | |
| Fusion CRM Base Premim Offering Cloud Service | Hosted Named User | |
| Fusion Human Capital Management Base Cloud Service | Hosted Employee | |
| | | |
| **Oracle Cloud Platform as a Service and Infrastructure as a Service (PaaS and IaaS)** | | |
| **Oracle Cloud Platform as a Service and Infrastructure as a Service - Public Cloud Global Price List** | | |
| Oracle Analytics Cloud - Enterprise - Government | OCPU Per Hour | |
| Oracle Database Cloud Service - Standard Edition - General Purpose - Non-metered - Public Sector | Hosted Environment | |
| Oracle Storage Cloud Service - Non-metered - Public Sector | TB of Storage Capacity | |
| | | |
| | | |
| | | |
| | | |
| **TOTALS** | | **0%** |
| **AVERAGE DISCOUNTS** | | **0%** |


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**Reseller:**

## 1.3.5 Consulting/Professional Services

| | Labor Rate(s) | | | | |
|---|---|---|---|---|---|
| Labor Category | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Application Developer | | | | | |
| Associate Consultant | | | | | |
| Consulting/Engineer | | | | | |
| Director/Engineer | | | | | |
| Installation Engineer | | | | | |
| Managing Principal Consultant | | | | | |
| Practice Director | | | | | |
| Practice Manager | | | | | |
| Principal Consultant | | | | | |
| Project Manager/Engineer | | | | | |
| Senior Consultant/Engineer | | | | | |
| Senior Project Manager | | | | | |
| Sr. Application Developer | | | | | |
| Sr. Practice Director | | | | | |
| Sr. Principal Consultant | | | | | |
| Sr. Systems Engineer | | | | | |
| Staff Consultant | | | | | |
| Systems Engineer | | | | | |
| TOTAL | $ - | $ - | $ - | $ - | $ - |
| AVERAGE | $ - | $ - | $ - | $ - | $ - |
| TOTAL | $ - | | | | |
| TOTAL AVERAGE | $ - | | | | |

**Reseller:**

## 1.3.6 Technical Support Services and/or Maintenance Support Services

Technical Support Services and/or Mainentance Support Services fees are calculated as a factor of fees paid on net new licenses and/or harware, renewal of services thereafter are priced based on a percentage increase over prior years fees and provided in accordance with then current Technical Support Policies.

**Reseller:**

## 1.3.7 Oracle Training and University Products

| Oracle University Training Services | |
|---|---|
| Customer Transaction Band | E-Business License and Technical Support Discounts (Enter Discount off of list price. List price detailed at www.oracle.com/education |
| $0 - $10,000 | 0% |
| $10,001 - $25,000 | 0% |
| $25,001 - $50,000 | 0% |
| $50,001 - $100,000 | 0% |
| $100,001 - $250,000 | 0% |
| $250,001 + | 0% |
| TOTAL | 0% |
| AVERAGE | 0% |

**Reseller:**

## 1.3.8 Financing Services

PARTNERS TO INSERT FINANCIING SERVICES TAB

**SERIAL 180233-RFP**

# EXHIBIT 4

(***DRAFT CONTRACT***)

# ORACLE PRODUCTS AND SERVICES

This Contract is entered into this _____ day of _____, 20__ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, a _____ corporation ("Contractor") for the purchase of Oracle Products and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the day of , 2018 and ending the day of , 2023.

1.2 The products and services which are the subject of this Master Agreement ("County Contract") may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

1.3 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.4 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to the preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

2.0 PRICE ADJUSTMENTS (applies to percentages in contract):

Any requests for reasonable price adjustments must be submitted one hundred and twenty (120) calendar days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the Contract.

## 3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/922/Vendors).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION:

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by Contractor related to work under this Contract shall be retained by County until Final Completion of the services herein described in any project Exhibit B Scope of Work. County may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this Contract by County through no fault of Contractor, Contractor shall be entitled to the refund of any funds in the retention account.

3.4.2 After fifty percent (50%) of the work has been completed, the Maricopa County Executive Steering Committee may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the discretion of the Maricopa County Executive Steering Committee. Any interest earned on retainage shall accrue solely to the benefit of County.

3.4.3 The Contractor shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The Contractor is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The Contractor shall request and obtain securities forms through County. The County must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.6 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.7 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

## 4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

## 5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the issuance of a project scope of work or Purchase Order by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

## 6.0 TERMS AND CONDITIONS:

### 6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence,

misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.2 INFRINGEMENT DEFENSE INDEMNIFICATION:

6.2.1 Defense and Indemnity: Contractor shall defend, Participate and Share in the Cost, as defined below, in the full defense of the County against any Claim, as defined below, and will indemnify and hold harmless the County as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this Section are conditioned on the following: (i) County promptly notifies Contractor of the Claim in writing upon being made aware of the Claim; (ii) County gives Contractor lead authority and County being control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense, and (iii) County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against County alleging that Contractor software, or its upgrades, modifications, or revisions, as of its delivery date under this Contract, infringes a valid U.S. patent, copyright or trademark. For the purposes of this section, "Participate and Share in the Costs" means Contractor will assist the County in the defense of the claim, to the extent agreed to by the parties, except that Contractor shall be solely responsible for any and all costs adjudged in a successful Claim against the County.

6.2.2 Remedial Measures: If software becomes, or Contractor reasonably believes use of software may become the subject of a Claim, Contractor may, at its own expense and option: (i) procure for County the right to continue use of the Product; (ii) replace or modify the software; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to County a pro-rated portion of the applicable fees for software based on a linear depreciation monthly over 10 year useful life, in which case County will cease all use of software and return it to Contractor.

6.2.2.1 Exceptions: Contractor will have no defense or indemnity obligation for any Claim based on: (i) modifications by someone other than Contractor; (ii) software has been modified by Contractor in accordance with County-provided specifications or instructions; (iii) use or combination by the County of software with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor; (vi) possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Contractor, and may include, without limitation, products ordered by County from third parties. However, components of Contractor branded Products are not Third Party Products if they are both: (i) embedded in Third Party Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Contractor's price list, quotes, order specifications forms or documentation.

6.2.3 The foregoing states Contractor's entire liability, and County's sole and exclusive remedy except as provided at law or equity, with respect to any infringement or misappropriate of any intellectual property rights of another party.

6.3 SOURCE CODE ESCROW REQUIREMENT (IF APPLICABLE):

6.3.1 The Contractor shall provide all source code and any updates or fixes for the Contractor Commercial off the Shelf ("COTS") application software that Maricopa County has purchased from Contractor for safekeeping with a mutually acceptable escrow agent within thirty (30) days of award. The software source deposited with the escrow agent will be a snapshot of all source code maintained by Contractor in the form of a Microsoft Visual Source Safe Archive. In this way, as beneficiary of the escrow agreement between Contractor and escrow agent, Maricopa County will have access to all source code of the products that they license for all versions of the software. Furthermore, the escrowed code shall include all code specifically developed for Maricopa County including, but not limited to: interfaces, Extraction-Transformation-Loading (ETL) routines for data conversion, and all custom code. Upon taking possession of the source code, Maricopa County will have the right to use the source for products that they license in the versions currently installed on the System or any subsequent versions in the archive. Contractor will make a deposit of the Source Safe Archive with the escrow agent upon the release of version release or once every six (6) months, whichever occurs first.

6.3.2 Maricopa County hereby agrees to pay the yearly standard fee for a beneficiary of the source code.

6.3.3 Maricopa County shall have access to the source code in the event any of the following circumstances:

6.3.3.1 the sale, assignment, or transfer to any third party of any of Contractor's rights in the licensed product (or any portion thereof) if such sale, assignment, or transfer would prevent Contractor from fully performing any of its obligations under any agreement with Maricopa County;

6.3.3.2 Contractor becomes insolvent or commits any affirmative act of insolvency, or generally fails to pay, or admits in writing its inability to pay, debts as they become due, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under, or case in, any bankruptcy or insolvency law, or Contractor takes any action to authorize, or in the furtherance of, any of the foregoing;

6.3.3.3 Contractor discontinues providing full support and maintenance services for the licensed product in accordance with its obligations pursuant to any agreement with Maricopa County;

6.3.3.4 Contractor has ceased to do business or improperly refuses to provide any services pursuant to any agreement with Maricopa County;

6.3.3.5 Contractor has breached (and if subject to a cure period, has not cured such breach within such period) any material term or condition of any agreement with Maricopa County;

6.3.3.6 Any change of control of Contractor or Contractor's parent company, where such party is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of such party are acquired by any entity, or such party is merged with or into another entity to form a new entity; or

6.3.3.7 Any other circumstance in which Maricopa County is entitled to access or use the applicable deposit materials (including, but not limited to, the source code) under the express terms of any agreement between Contractor and Maricopa County.

6.3.4 Upon Maricopa County taking possession of the source code, Maricopa County hereby agrees as follows:

6.3.4.1 Maricopa County accepts full and total responsibility for the safekeeping of the source code. Maricopa County agrees that such source code shall be subject to the restrictions of transfer, sale, and reproduction placed on the software itself as stated in the software license signed by all parties.

6.3.4.2 Maricopa County agrees to only use source code related to applications for which they own a license. There will be source from other applications in the archive.

6.3.4.3 Maricopa County agrees, if so ordered by a court of competent jurisdiction, to compensate Contractor for any and all damages Contractor suffers, to include reasonable attorney's fees, resulting directly or indirectly from, but not limited to, the mishandling, misuse, or theft of the source code, regardless of intent, or the absence thereof, by Maricopa County, its employees, agents and third-party contractors.

6.3.4.4 No license under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of the source code to Maricopa County. The Contractor's disclosure of the source code to Maricopa County shall not constitute any representation, warranty, assurance, guarantee or inducement by the Contractor to Maricopa County of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons or of Contractor.

6.3.4.5 Contractor will not be responsible for maintaining the source code. Furthermore, Contractor will not be liable for any consequences related to the use of source code modified by Maricopa County.

6.4 INSURANCE:

6.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its

option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.4.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.4.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.4.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.4.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.

6.4.10 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.4.11 Errors and Omissions (Professional Liability) Insurance:

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the Contractor, with limits of no less than $2,000,000 for each claim.

6.4.12 Crime:

Contractor shall maintain Commercial Crime Liability Insurance with a limit of not less than $500,000 for each occurrence. The policy shall include, but not be limited to, coverage for employee dishonesty, fraud, theft, or embezzlement.

6.4.13 Cyber:

Policy Limit:

6.4.13.1 The policy shall be issued with minimum limits of $100,000.
6.4.13.2 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
6.4.13.3 The policy shall include coverage for third party fidelity.
6.4.13.4 The policy shall include coverage for theft.
6.4.13.5 The policy shall contain no requirement for arrest and conviction.
6.4.13.6 The policy shall cover loss outside the premises of the Named Insured.
6.4.13.7 The policy shall endorse (Blanket Endorsements are not acceptable) the Department as Loss Payee as our interest may appear.

6.4.14 Technology Errors & Omission Insurance:

- Each claim $2,000,000
- Annual Aggregate $2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.

In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

6.4.15 Network Security (Cyber) and Privacy Liability (IF APPLICABLE TO PROJECT):

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation, and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

6.4.16 County shall be a Certificate Holder:

Before providing the services as defined above, Developer shall furnish County with Certificates of Insurance evidencing coverage required by this Article. The certificates shall identify County as additional insured and shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All obligations for occurrence coverage shall survive termination of this Agreement. Other insurance policies required hereby shall expressly provide that such policies shall

not be canceled, terminated or materially altered without thirty (30) days prior written notice to County.

All insurance obligations of this Article shall survive termination of this Agreement.

It is understood that the County is "Self-Insured" and a Certificate of Insurance shall be provided by County upon approval of this Agreement by the Parties.

6.4.17 Certificates of Insurance:

6.4.17.1 Prior to Contract award, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.4.17.2 In the event any insurance policy(ies) required by this Contract is(are) written on a claims made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.4.17.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) calendar days prior to the expiration date.

6.4.18 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

6.5 BOND REQUIREMENT (IF REQUIRED FOR ANY PROJECT):

6.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

6.5.1.1 Performance Bond equal to the full Contract amount ($_____or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

6.5.1.2 A Payment Bond equal to the full Contract amount ($_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

6.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.5.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the

Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.6 FORCE MAJEURE:

6.6.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.6.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.6.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.6.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.7 WARRANTY (IF APPLICABLE):

6.7.1 The minimum warranty for products shall be 90-days, or the manufacturers' warranty, whichever is greater. Warranty replacement shall be done at no additional cost to the County. This includes special order or non-stock parts. Freight charges, transportation charges, etc. are all incurred by the Contractor. The effective date on all warranties shall commence upon the date of installation.

6.7.2 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

6.7.3 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

6.7.3.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

6.7.3.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

6.7.4 Contractor shall respond to all warranty requests within 24-hours of notification.

6.8 DELIVERY:

6.8.1 Delivery shall be made within 48 hours after receipt of order (ARO)

6.8.2 Exceptions to delivery schedule will be special order items that must be identified.

6.8.3 Maricopa County reserves the right to obtain material on the open market in the event Contractors fail to make delivery and charge any price differential to the Contractor.

6.8.4 Delivery shall be F.O.B. Destination, Freight Prepaid.

6.9 EXPEDITED DELIVERY:

6.9.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

6.9.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

6.9.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

6.10 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

6.10.1 Contract Serial number.

6.10.2 Contractor's name and address.

6.10.3 Using Agency name and address.

6.10.4 Using Agency purchase order number.

6.10.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable.

6.11 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform and any price differential will be charged against the Contractor.

6.12 SHIPPING CHARGES:

6.12.1 Shipping costs will be borne by the Contractor. FOB: Destination.

6.12.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

6.13 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

6.14 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Department. These may be provided in hard copy or electronically.

6.15 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

6.16 ACCEPTANCE (IF APPLICABLE):

6.16.1 **Perpetual Licenses** – Software is made available via a web link provided by the Licensor; there is no acceptance period for perpetual licenses.

6.16.2 **Engineered Systems and Hardware** - For Customer's Initial purchase of each Engineered Systems or Hardware the Contractor shall provide an acceptance test period (the "Test Period ") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, County shall determine whether the Equipment and Software meet the Contractor published electronic documentation, ("Specifications"). The Test Period shall be for at least ninety (90) calendar days, or as negotiated for that specific project. If County has not given Contractor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement') within the Test Period, the Equipment and Software shall be deemed accepted. If County provides a Deficiency Statement within the Test Period, Contractor shall have thirty (30) calendar days to correct the deficiency, and the Customer shall have an additional sixty (60) calendar days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second thirty (30) calendar day period, the County may terminate this Contract. Upon any such termination, Contractor shall, at Contractor's cost, remove all equipment and software from County premises and equipment. County shall return all Equipment and Software to Contractor, and Contractor shall refund any monies paid by County to Contractor. Upon completion of these terms, neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

6.16.3 **Cloud Services – Cloud services are provisions via a web link provided by the cloud service** provider; there is no acceptance period for cloud services.

6.17 RETURN POLICY:

The Bidders shall state their return policy, time limitations, or restocking charges (if any) for such returns. Products will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued, in accordance with the Contractor's return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge shall be a separate line.

6.18 INSPECTION OF SERVICES (IF APPLICABLE):

6.18.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during Contract performance and for as long afterwards as the Contract requires.

6.18.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.18.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.18.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.18.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.18.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.18.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.18.4.2 Terminate the Contract for default.

6.19 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.20 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.21 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.22 BACKGROUND CHECK (IF REQUIRED BY PROJECT):

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the Contractor, subcontractors and employees.

6.23 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

6.24 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

6.24.1 Cancel the stop work order; or

6.24.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.

6.24.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.25 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.26 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

6.26.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

6.26.2 Make progress, so as to endanger performance of this Contract; or

6.26.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.27 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the Contract, if any person

significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

6.28 CONTRACTOR LICENSE REQUIREMENT:

6.28.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the Department of any and all changes concerning permits, insurance or licenses.

6.28.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.29 SUBCONTRACTING:

6.29.1 The Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Contract Number and identify the job project.

6.29.2 The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the Prime Contractor's invoice.

6.30 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.31 ADDITIONS/DELETIONS OF REQUIREMENTS:

The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.32 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

6.33 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.34 SEVERABILITY:

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.35 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.36 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.37 ISRAEL BOYCOTT:

By signing this Contract, the Contractor certifies that they are in compliance with Article 9, A.R.S. § 35-393 *et seq*.

6.38 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.38.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, it's current officers and directors;

6.38.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.38.1.2 have not within three (3) year period preceding this Contract;

6.38.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.38.1.2.2 been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

6.38.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.38.1.3 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

6.38.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.39 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.39.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.39.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.39.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.40 INFLUENCE:

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.40.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,

6.40.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARDS TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

6.41 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS:

6.41.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.41.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.41.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.42 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

6.43 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.43.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.43.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and

document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.44 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.45 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the Contract.

6.46 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) business days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.47 PUBLIC RECORDS:

Under Arizona law, all Contracts are public records and must be retained by the Records Manager at the Office of Procurement Services. Contracts shall be open to public inspection and copying after Contract award and execution, except for such Contracts or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services.

6.48 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.49 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.50 RELATIONSHIPS:

6.50.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.50.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.51 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

6.52 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.53 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.53.1 Exhibit A, Pricing;

6.53.2 Exhibit B, Scope of Work;

6.53.3 Exhibit C, Oracle Standard Terms and Conditions for Products and Services; and

6.53.4 Exhibit D, Office of Procurement Services Contractor Travel and Per Diem Policy

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

**IN WITNESS WHEREOF**, this Contract is executed on the date set forth above.

## CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

## MARICOPA COUNTY

_____ _____
CHAIRMAN, BOARD OF SUPERVISORS DATE

**ATTESTED:**

_____ _____
CLERK OF THE BOARD DATE

**APPROVED AS TO FORM:**

_____ _____
DEPUTY COUNTY ATTORNEY DATE

# Question and Answers for Bid #180233-RFP - ORACLE PRODUCTS AND SERVICES

## Overall Bid Questions

There are no questions associated with this bid.

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# EXHIBIT B

Original Government Contract

Docusign Envelope ID: E5F0C4E5-A1D3-8DCC-80EF-B5D84F282DF6

**SERIAL 180233-RFP ORACLE PRODUCTS AND SERVICES**
**Contract Mythics, ~~Inc.~~ LLC**

**DATE OF LAST REVISION: January 02, 2026** **CONTRACT END DATE: November 30, 2028**

**CONTRACT PERIOD THROUGH NOVEMBER 30, ~~2023~~ 2028**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ORACLE PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 12, 2018.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/**mm**
Attach

Copy to: Office of Procurement Services
James Foley, OPS

(Please remove Serial 13120-RFP from your contract notebooks)

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# ORACLE PRODUCTS AND SERVICES

This Contract is entered into this 12th day of December 2018 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Mythics, ~~Inc.~~ **LLC**, a Virginia corporation ("Contractor") for the purchase of Oracle Products and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 12th day of December, 2018 and ending the 30th day of November, ~~2023~~ **2028**.

1.2 The products and services which are the subject of this Master Agreement ("County Contract") may be covered by a software programs license agreement service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

1.3 The County may, at its option and with the written agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.4 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to the preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

2.0 PRICE ADJUSTMENTS (applies to percentages in contract):

Any requests for reasonable price adjustments must be submitted one hundred and twenty (120) calendar days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the Contract.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

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3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Project/Task order name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/922/Vendors).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 **If an authorized reseller is used per Exhibit H the reseller will invoice the County or Participating Public Agencies based on the approved quote.**

3.4 PAYMENT RETENTION (For task order projects as negotiated by user):

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by Contractor related to work under this Contract shall be retained by County until Final Completion of the services herein described in any project Exhibit B Scope of Work. County may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this Contract by County through no fault of Contractor, Contractor shall be entitled to the refund of any funds in the retention account.

3.4.2 After fifty percent (50%) of the work has been completed, the Maricopa County Executive Steering Committee may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage

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shall be in the discretion of the Maricopa County Executive Steering Committee. Any interest earned on retainage shall accrue solely to the benefit of County.

3.4.3 The Contractor shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The Contractor is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The Contractor shall request and obtain securities forms through County. The County must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.6 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.7 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

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4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available

4.2 to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.3 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the issuance of a project scope of work or Purchase Order by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS AND CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts and errors, or willful omissions relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts and errors, or willful omissions in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Notwithstanding anything to the contrary, no provision of this Agreement shall prohibit or affect Contractor’s right to seek contribution from any party responsible for the underlying claim.
The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, MYTHICS’ TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY COUNTY UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

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6.2 INFRINGEMENT DEFENSE INDEMNIFICATION:

ORACLE STANDARD TERMS AND CONDITIONS SHALL APPLY. (SEE EXHIBIT**S** C, **D** ~~AND~~ **E AND F**)

**Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS** ~~v041818~~ **v032819.**

**Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.**

**Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS** ~~v041818~~ **v032819**.

**Exhibit F -** ~~ORACLE LINUX AND ORACLE VM SERVICES~~ **SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX, ORACLE VM AND VERRAZZANO SERVICES v**~~190712~~ **012323**

**Exhibit J – GOOGLE CLOUD MASTER AGREEMENT – PUBLIC SECTOR (PARTNER) 10.17.22 (V2.7)**

**Exhibit K – AWS MASTER AGREEMENT 12.22.25**

**Exhibit L – MICROSOFT AZURE CUSTOMER AGREEMENT**

6.3 SOURCE CODE ESCROW REQUIREMENT (IF APPLICABLE):

Source Code Escrow. Oracle confirms that a copy of the source code necessary to support the Programs is maintained or will be placed into escrow. The source code escrow agreement was entered into by Oracle America, Inc. on behalf of all members of the Oracle group of companies ("Oracle Group") and provides that only if the Oracle Group ceases to be in the business of supporting the Programs, the escrow agent will furnish You with a copy of the escrowed materials that have become unsupported. Any escrowed materials furnished under this provision shall be considered licensed subject to the terms of this Contract and shall be used solely to maintain the Programs. Oracle's source code escrow agreement is private and confidential and is not available for release to You. Oracle does not deposit source code for any third party programs. Upon request from You, Oracle will register You with Oracle's escrow agent as a beneficiary under Oracle's source code escrow agreement. To request registration, You must email Oracle at source-code-escrow_ww@oracle.com. Thereafter, and provided that You are current on technical support for the Programs for which technical support is offered, You will be contacted on an annual basis to confirm whether You require Your registration to continue.

6.4 INSURANCE:

6.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

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6.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.4.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.4.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.4.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.4.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.

6.4.10 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

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6.4.11 Errors and Omissions (Professional Liability) Insurance:

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the Contractor, with limits of no less than $2,000,000 for each claim.

6.4.12 Crime:

Contractor shall maintain Commercial Crime Liability Insurance with a limit of not less than $500,000 for each occurrence. The policy shall include, but not be limited to, coverage for employee dishonesty, fraud, theft, or embezzlement.

6.4.13 Cyber:

Policy Limit:

6.4.13.1 The policy shall be issued with minimum limits of $100,000.
6.4.13.2 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
6.4.13.3 The policy shall include coverage for third party fidelity.
6.4.13.4 The policy shall include coverage for theft.
6.4.13.5 The policy shall contain no requirement for arrest and conviction.
6.4.13.6 The policy shall cover loss outside the premises of the Named Insured.
6.4.13.7 The policy shall endorse (Blanket Endorsements are not acceptable) the Department as Loss Payee as our interest may appear.

6.4.14 Technology Errors & Omission Insurance:

- Each claim $2,000,000
- Annual Aggregate $2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.

In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

6.4.15 Network Security (Cyber) and Privacy Liability (IF APPLICABLE TO PROJECT):

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation, and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous

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coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

6.4.16 County shall be a Certificate Holder:

Before providing the services as defined above, Developer shall furnish County with Certificates of Insurance evidencing coverage required by this Article. The certificates shall identify County as additional insured and shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All obligations for occurrence coverage shall survive termination of this Agreement. Other insurance policies required hereby shall expressly provide that such policies shall not be canceled, terminated or materially altered without thirty (30) days prior written notice to County.

All insurance obligations of this Article shall survive termination of this Agreement.

It is understood that the County is "Self-Insured" and a Certificate of Insurance shall be provided by County upon approval of this Agreement by the Parties.

6.4.17 Certificates of Insurance:

6.4.17.1 Prior to Contract award, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.4.17.2 In the event any insurance policy(ies) required by this Contract is(are) written on a claims made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.4.17.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) calendar days prior to the expiration date.

6.4.18 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 160 South 4th Avenue Street, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

6.5 BOND REQUIREMENT (IF REQUIRED FOR ANY PROJECT):

6.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

6.5.1.1 Performance Bond equal to the full Contract amount ($_____or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

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6.5.1.2 A Payment Bond equal to the full Contract amount ($_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

6.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.5.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.6 FORCE MAJEURE:

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL. (SEE EXHIBITS C, D, ~~AND~~ **E AND F**).

**Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS** ~~v041818~~ **v032819.**

**Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.**

**Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS** ~~v041818~~ **v032819**.

**Exhibit F -** ~~ORACLE LINUX AND ORACLE VM SERVICES~~ **SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX, ORACLE VM AND VERRAZZANO SERVICES v**~~190712~~ **012323**

**Exhibit J – GOOGLE CLOUD MASTER AGREEMENT – PUBLIC SECTOR (PARTNER) 10.17.22 (V2.7)**

**Exhibit K – AWS MASTER AGREEMENT 12.22.25**

**Exhibit L – MICROSOFT AZURE CUSTOMER AGREEMENT**

6.7 WARRANTY (IF APPLICABLE):

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL. (SEE EXHIBITS C, D, ~~AND~~ **E AND F**)

**Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS** ~~v041818~~ **v032819.**

**Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.**

**Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS** ~~v041818~~ **v032819.**

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**Exhibit F - ~~ORACLE LINUX AND ORACLE VM SERVICES~~ SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX, ORACLE VM AND VERRAZZANO SERVICES v~~190712~~012323**

**Exhibit J – GOOGLE CLOUD MASTER AGREEMENT – PUBLIC SECTOR (PARTNER) 10.17.22 (V2.7)**

**Exhibit K – AWS MASTER AGREEMENT 12.22.25**

**Exhibit L – MICROSOFT AZURE CUSTOMER AGREEMENT**

6.8 DELIVERY:

6.8.1 Delivery shall specified on each order.
6.8.2 Exceptions to delivery schedule will be special order items that shall be identified.
6.8.3 Delivery shall be F.O.B. Destination, Freight Prepaid.

6.9 EXPEDITED DELIVERY:

6.9.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

6.9.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

6.9.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

6.10 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

6.10.1 Contract Serial number.

6.10.2 Contractor’s name and address.

6.10.3 Using Agency name and address.

6.10.4 Using Agency purchase order number.

6.10.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

6.11 PERFORMANCE:

It shall be the Contractor’s responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to correct the deficient service within 30 days after written notice.

6.12 SHIPPING CHARGES:

6.12.1 Unless expressly included in an Oracle product or service Stocking Keep Unit (SKU) all shipping charges are separately orderable SKUs. FOB: Destination.

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6.12.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

6.13 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

6.14 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Department. These may be provided in hard copy or electronically.

6.15 INSTALLATION:

The Contractor's price shall include delivery and, if requested at the time of quote/bid, installation of all equipment in a complete operating condition.

6.16 ACCEPTANCE (IF APPLICABLE):

6.16.1 **Perpetual Licenses** – Software is made available via a web link provided by the Licensor; there is no acceptance period for perpetual licenses.

6.16.2 **Engineered Systems and Hardware** – Acceptance is upon delivery.

6.16.3 **Cloud Services – Cloud services are provisions via a web link provided by the cloud service** provider; there is no acceptance period for cloud services.

6.17 RETURN POLICY:

All orders are non-cancellable and non-refundable.

6.18 INSPECTION OF SERVICES (IF APPLICABLE):

6.18.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during Contract performance and for as long afterwards as the Contract requires.

6.18.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.18.3 If any of the services do not conform to Contract requirements, County is entitled to the remedies provided **here**under ~~the Oracle Standard Terms and Conditions~~. ~~y~~:

6.18.3.1 **With regard to services performed by Oracle**:

**If any of the Oracle Cloud Services do not conform to Contract requirements, County is entitled to the remedies provided under Exhibit D ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.**

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**If any of the Oracle ACS Services do not conform to Contract requirements, County is entitled to the remedies provided under Exhibit E ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ v032819.**

**The parties agree that Oracle Technical Support Services and/or Maintenance Support Services will be provided in accordance with Oracle's Technical Support Policies in effect at the time the services are provided. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html**.

6.18.3.2 **With regard to professional services performed by Mythics**:

**Mythics professional services will be performed in accordance with a quoted Statement of Work that will be incorporated in the Contractor ordering documents. County remedies shall be as stated within these Contractor ordering documents**.

6.19 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.20 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.21 BACKGROUND CHECK (IF REQUIRED BY PROJECT):

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the Contractor, subcontractors and employees.

6.22 SUSPENSION OF WORK: (THIS PROVISION SHALL NOT APPLY TO ORACLE CLOUD SERVICES)

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

6.23 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work is

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delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

6.23.1 Cancel the stop work order; or

6.23.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.

6.23.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.24 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.25 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

6.25.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

6.25.2 Make progress, so as to endanger performance of this Contract; or

6.25.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.26 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

6.27 CONTRACTOR LICENSE REQUIREMENT:

6.27.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the Department of any and all changes concerning permits, insurance or licenses.

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6.27.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.28 SUBCONTRACTING:

6.28.1 The Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Contract Number and identify the job project.

6.28.2 The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. ~~The subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the County, without mark up. A copy of the subcontractor's invoice must accompany the Prime Contractor's invoice.~~

6.29 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.30 ADDITIONS/DELETIONS OF REQUIREMENTS:

The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.31 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

6.32 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.33 SEVERABILITY:

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.34 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

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6.35 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.36 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.36.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, it's current officers and directors;

6.36.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.36.1.2 have not within three (3) year period preceding this Contract;

6.36.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.36.1.2.2 been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

6.36.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.36.1.3 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

6.36.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.37 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.37.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall

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remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer**.** I-9 forms are available for download at USCIS.GOV.

6.37.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.37.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.38 INFLUENCE:

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.38.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,

6.38.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARDS TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

6.39 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS:

6.39.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.39.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

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6.39.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.40 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

6.41 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.41.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.41.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.42 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.43 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the Contract.

6.44 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) business days of the written request to do so.

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Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.45 PUBLIC RECORDS:

Under Arizona law, all Contracts are public records and must be retained by the Records Manager at the Office of Procurement Services. Contracts shall be open to public inspection and copying after Contract award and execution, except for such Contracts or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services.

6.46 PRICES:

Contractor will make reasonable efforts to seek approval from Oracle to extend to County under this Contract prices that are no higher than those paid by any other customer for these or similar services.

6.47 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.48 RELATIONSHIPS:

6.48.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.48.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.49 CHANGES:

In the event of a change to the distribution or reseller agreement between Contractor and Oracle, changes to the license definitions and rules and/or changes to Global Price Lists, Contractor may submit such changes as Oracle requires under Contractor' distribution in writing to the County for review. The County shall have thirty (30) days to accept or reject those changes. In the event the County accepts the new terms and conditions, the County shall notify Contractor in writing of such acceptance and the parties will negotiate and execute an Amendment to this Contract to incorporate such changes. If Contractor and the County cannot reach agreement to the proposed changes or the County fails to respond to Contractor request within thirty (30) days of receiving notice from Contractor, Contractor may terminate this Contract.

6.50 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

6.51 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and the Oracle Standard Terms **(See Exhibits C, D, ~~and~~ E and F)** and Conditions the terms of this Contract shall prevail, except the Oracle Standard Terms and Conditions shall prevail where it pertains to the use of the Oracle products and services.

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6.52 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.52.1 Exhibit A, Pricing;

6.52.2 Exhibit B, Scope of Work;

6.52.3 Exhibit C, ~~Oracle Software Standard Terms and Conditions for Products and Services~~ **ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS** ~~v041818~~ **v032819**;

6.52.4 Exhibit D, ~~Oracle Cloud Services Terms and Conditions;~~ **ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818;**

6.52.5 Exhibit E, ~~Oracle Hardware Terms and Conditions~~ **ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS** ~~v041818~~ **v032819;**

6.52.6 **Exhibit F -** ~~ORACLE LINUX AND ORACLE VM SERVICES~~ **SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX, ORACLE VM AND VERRAZZANO SERVICES v**~~190712~~ **012323**

6.52.7 Exhibit ~~F~~ **G**, Office of Procurement Services Contractor Travel and Per Diem Policy

6.52.8 **Exhibit H, RESELLER PURCHASE AND INVOICE PROCESS**

6.52.9 **Exhibit I – PROFESSIONAL SERVICES TERMS AND CONDITIONS**

6.52.10 **Exhibit J – GOOGLE CLOUD MASTER AGREEMENT – PUBLIC SECTOR (PARTNER) 10.17.22 (V2.7)**

6.52.11 **Exhibit K – AWS MASTER AGREEMENT 12.22.25**

6.52.12 **Exhibit L – MICROSOFT AZURE CUSTOMER AGREEMENT**

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~160 South 4th Avenue~~ **301 W. Jefferson St., Suite 700**
Phoenix, Arizona 85003

For Contractor:

Mythics, ~~Inc.~~ **LLC**.
ATTN: Contract Vehicle Management
4525 Main Street
Suite 1500
Virginia Beach, VA 23462
Email: vehiclemgmt@mythics.com

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6.53 **WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01:**

**If Contractor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of $100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.**

6.54 **FORCED LABOR:**

6.54.1 **By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.**

6.54.2 **Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:**

6.54.2.1 **The forced labor of ethnic Uyghurs in the People's Republic of China.**

6.54.2.2 **Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.**

6.54.2.3 **Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.**

6.54.3 **If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end of the 180 days period, the agreement terminates on the agreement termination date.**

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**IN WITNESS WHEREOF**, this Contract is executed on the date set forth above.

**CONTRACTOR**

Deonte J. Watters
AUTHORIZED SIGNATURE

Deonte J. Watters, CCMAP Director of Contracts
PRINTED NAME AND TITLE

4525 Main Street, Suite 1500, Virginia Beach, VA 23462
ADDRESS

11/30/2018
DATE

**MARICOPA COUNTY**

CHAIRMAN, BOARD OF SUPERVISORS — DATE: DEC 12 2018

**ATTESTED:**

CLERK OF THE BOARD — DATE: DEC 12 2018

**APPROVED AS TO FORM:**

DEPUTY COUNTY ATTORNEY — DATE: December 6, 2018

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# EXHIBIT A

## PRICING

| | |
|---|---|
| SERIAL 180233-RFP | |
| NIGP CODE: 20655 | |
| RESPONDENT'S NAME: | Mythics, ~~Inc.~~ **LLC**. |
| COUNTY VENDOR NUMBER: | VS0000003170 |
| ADDRESS: | 4525 Main Street, Suite 1500, VA Beach, VA 23462 |
| P.O. ADDRESS: | |
| TELEPHONE NUMBER: | ~~757-493-3010 757-226-7713~~ **703-356-2606** |
| FACSIMILE NUMBER: | 757-266-0013 |
| WEB SITE: | www.mythics.com |
| CONTACT (REPRESENTATIVE): | ~~Dale Darr Anna Decker~~ **Ben ~~Hinkel~~ Gallant** |
| REPRESENTATIVE'S E-MAIL ADDRESS: | ~~Dedarr~~ **vehiclemgmt@mythics.com** |

| | YES | NO |
|---|---|---|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT | [X] | [ ] |
| PAYMENT TERMS. [X] NET 30 DAYS | | |

| | | Product Discount | Support Discount |
|---|---|---|---|
| **1.3.1 Perpetual License Recap** | | | |
| MINIMUM DISCOUNTS | | **29%** | **22%** |
| | | | |
| **1.3.2 Engineered Systems Recap** | | | |
| MINIMUM DISCOUNTS | SEE TAB FOR DETAILED PRICING | **20%** | **22%** |
| | | | |
| **1.3.3 Hardware Recap** | | | |
| AVERAGE DISCOUNTS | SEE TAB FOR DETAILED PRICING | **19%** | **22%** |
| | | | |
| **1.3.4 Cloud Services Recap** | | | |
| MINIMUM DISCOUNTS | SEE TAB FOR DETAILED PRICING | **30%** | **NA** |
| | | | |
| **1.3.5 Professional Services Recap** | | | |
| | SEE TAB FOR PROFESSIONAL SERVICES | | |
| | BY TASK ORDER ONLY | | |
| **1.3.6 Support Services Recap** | | | |
| | SEE TAB FOR SUPPORT SERVICES | | |
| | BY TASK ORDER ONLY | | |
| **1.3.7 Training Recap** | | | |
| AVERAGE DISCOUNTS | SEE TAB FOR DETAILED PRICING | ~~26%~~ **5% Eff. 01/01/22** | **NA** |
| | | | |
| **1.3.8 Financing Recap** | | | |
| | BY TASK ORDER ONLY | | |
| | | | |

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| 1.3.1 | Perpetual Licenses Catalog Products | Insert Percentage Below | Insert Percentage Below |
|---|---|---|---|
| | Global Price List - shown in dark grey | Min. Discount for Licenses XX% | First Year Maintenance Percentage based on discounted license Cost |
| | Technology Global Price List Products | 29% | 22% |
| | | | |
| | Oracle Fusion Applications Component Global Price List | 29% | 22% |
| | | | |
| | Oracle E-Business Suite Applications Global Price List Component Pricing | 29% | 22% |
| | | | |
| | Oracle Business Intelligence Applications Global Price List Component Pricing | 29% | 22% |
| | | | |
| | Peoplesoft Component Global Price List | 29% | 22% |
| | | | |
| | JD Edwards Component Global Price List | 29% | 22% |
| | | | |
| | Oracle Construction & Engineering Global Price List | 29% | 22% |
| | | | |
| | Siebel CRM Component Global Price List | 29% | 22% |
| | | | |
| | Oracle Application Integration Architecture Global Price List | 29% | 22% |
| | | | |
| | Oracle MySQL Subscriptions –*Eff. 5-1-20* | 28% | n/a |
| | | | |
| | Oracle Linux and VM Services Global Price List-*Eff. 9-20-19* | 2% | n/a |
| | | | |
| | Java SE Subscription Global Price List-~~*Eff. 9-20-19*~~ Eff. 01/01/22 | ~~2%~~ 0.5% | n/a |
| | | | |
| | Oracle Utilities Global Price List -*Eff. 5-17-2023 | 2% | n/a |

| | | DISCOUNT END USER WITH BUDGET LESS THAN $100 MILLION (applies only to applications and excludes Siebel CRM, Professional Edition, Primavera and SaaS offerings) | DISCOUNT END USER WITH BUDGET MORE THAN $100 MILLION |
|---|---|---|---|
| | ORACLE PRODUCTS TRANSACTION BANDS FOR PRODUCT | | |
| | 0-$25000 | 46% | 29% |
| | $25000-$100,000 | 46% | 29% |
| | $100,000-$250,000 | 46% | 29% |
| | $250,000-$1,000,000 | 47% | 34% |
| | $1,000,000- PLUS | 48% | 34% |

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### 1.3.2 Engineered Systems Catalog Products

| | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below |
|---|---|---|---|---|---|---|
| **Oracle Engineered Systems Global Price List** | **Min. Discount Eng Systems Hardware%** | **First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost** | **First Year Oracle Premier Support for Operating Systems Percentage based on discounted Hardware Cost** | **First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost** | **Min. Discount for Licenses XX%** | **First Year SULS Percentage based on discounted license Cost** |
| **Hardware** | **20%** | **12%** | **8%** | **3%** | | |
| **Engineered Systems Software** | | | | | **29%** | **22%** |

### 1.3.3 Hardware, Servers, Storage and Networking Catalog Products

| | | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below | Insert Percentage Below |
|---|---|---|---|---|---|---|---|
| | **Global Price List - shown in dark grey** | **Min. Discount Hardware%** | **First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost** | **First Year Oracle Premier Support for Operating Systems Percentage based on discounted Hardware Cost** | **First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost** | **Min. Discount for Licenses XX%** | **First Year SULS Percentage based on discounted license Cost** |
| | Systems Hardware and Software Global Price List | | | | | | |
| | Oracle Hardware Category L | 22% | 12% | 8% | 3% | 29% | 22% |
| | Oracle Hardware Category U | 17% | 12% | 8% | 3% | 29% | 22% |
| | Oracle Hardware Category V | 25% | 12% | 8% | 3% | 29% | 22% |
| | Oracle Hardware Category X | 35% | 12% | 8% | 3% | 29% | 22% |
| | Oracle Hardware Category Z **(X9 and Earlier Generations) Eff. 10-01-24** | 10% | 12% | 8% | 3% | 29% | 22% |
| | **Oracle Hardware Category Z (X10 and Future Generations) Eff. 10-01-24** | **5%** | **12%** | **8%** | **3%** | **29%** | **22%** |
| | Oracle Hardware Category Y | 2% | | | | | |

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| 1.3.4 | Cloud Services Catalog Products | |
|---|---|---|
| | | **Insert Percentage Below** |
| | **Global Price List - shown in dark grey** | **Min. Discount for Service XX%** |
| | **Oracle Cloud Software as a Service (SaaS)** | |
| | **Oracle RightNow Global Price List** | **30%** |
| | | |
| | **Oracle Taleo Cloud Service Global Price List** | **30%** |
| | | |
| | **Oracle Fusion Cloud Service Global Price List** | **30%** |
| | | |
| | **Oracle Cloud Platform as a Service and Infrastructure as a Service (PaaS and IaaS)** | |
| | **Oracle Cloud Platform as a Service and Infrastructure as a Service - Public Cloud Global Price List** | **0%** |
| | | |
| | **Oracle Construction and Engineering Global Price List (CEGBU) (cloud eligible offerings)** | **2%** |

| 1.3.5 | Consulting/Professional Services | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **All Professional Services work shall be by Task Order** | | | | | | | | | |
| | | Labor Rate(s) | | | | | | | | |
| | Labor Category | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | **Year 6** | **Year 7** | **Year 8** | **Year 9** | **Year 10** |
| | Application Developer | $ 137.89 | $ 140.65 | $ 143.46 | $ 146.33 | $ 149.26 | **$152.54** | **$155.90** | **$163.69** | **$171.88** | **$180.47** |
| | Associate Consultant | $ 99.81 | $ 101.81 | $ 103.84 | $ 105.92 | ~~$ 108.04~~ **Eff. 3-22-23 $96.93** | **$99.06** | **$101.24** | **$106.30** | **$111.62** | **$117.20** |
| | Consulting/ Engineer | $ 124.76 | $ 127.26 | $ 129.80 | $ 132.40 | ~~$ 135.04~~ **Eff. 3-22-23 $130.80** | **$133.68** | **$136.62** | **$143.45** | **$150.62** | **$158.15** |
| | Director/ Engineer | $ 190.43 | $ 194.24 | $ 198.12 | $ 202.09 | $ 206.13 | **$210.66** | **$215.30** | **$226.06** | **$237.37** | **$249.24** |
| | Installation Engineer | $ 124.76 | $ 127.26 | $ 129.80 | $ 132.40 | ~~$ 135.04~~ **Eff. 3-22-23 $130.80** | **$133.68** | **$136.62** | **$143.45** | **$150.62** | **$158.15** |
| | Managing Principal Consultant | $ 190.43 | $ 194.24 | $ 198.12 | $ 202.09 | $ 206.13 | **$210.66** | **$215.30** | **$226.06** | **$237.37** | **$249.24** |
| | Practice Director | $ 216.69 | $ 221.02 | $ 225.44 | $ 229.95 | $ 234.55 | **$239.71** | **$244.98** | **$257.23** | **$270.09** | **$283.60** |
| | Practice Manager | $ 204.29 | $ 208.38 | $ 212.54 | $ 216.79 | $ 221.13 | **$225.99** | **$230.97** | **$242.52** | **$254.64** | **$267.37** |
| | Principal Consultant | $ 151.03 | $ 154.05 | $ 157.13 | $ 160.27 | $ 163.48 | **$167.08** | **$170.75** | **$179.29** | **$188.25** | **$197.67** |

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| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Project Manager /Engineer | $ 169.27 | $ 172.66 | $ 176.11 | $ 179.63 | $ 183.22 | **$187.25** | **$191.37** | **$200.94** | **$210.99** | **$221.54** |
| | Senior Consultant/ Engineer | $ 137.89 | $ 140.65 | $ 143.46 | $ 146.33 | $ 149.26 | **$152.54** | **$155.90** | **$163.69** | **$171.88** | **$180.47** |
| | Senior Project Manager | $ 192.61 | $ 196.46 | $ 200.39 | $ 204.40 | $ 208.49 | **$213.08** | **$217.76** | **$228.65** | **$240.09** | **$252.09** |
| | Sr. Application Developer | $ 151.03 | $ 154.05 | $ 157.13 | $ 160.27 | $ 163.48 | **$167.08** | **$170.75** | **$179.29** | **$188.25** | **$197.67** |
| | Sr. Practice Director | $ 229.82 | $ 234.42 | $ 239.10 | $ 243.89 | $ 248.76 | **$254.23** | **$259.83** | **$272.82** | **$286.46** | **$300.78** |
| | Sr. Principal Consultant | $ 210.13 | $ 214.33 | $ 218.62 | $ 222.99 | $ 227.45 | **$232.45** | **$237.57** | **$249.45** | **$261.92** | **$275.01** |
| | Sr. Systems Engineer | $ 210.13 | $ 214.33 | $ 218.62 | $ 222.99 | $ 227.45 | **$232.45** | **$237.57** | **$249.45** | **$261.92** | **$275.01** |
| | Staff Consultant | $ 124.76 | $ 127.26 | $ 129.80 | $ 132.40 | ~~$ 135.04~~ **Eff. 3-22-23 $130.80** | **$133.68** | **$136.62** | **$143.45** | **$150.62** | **$158.15** |
| | Systems Engineer | $ 190.43 | $ 194.24 | $ 198.12 | $ 202.09 | $ 206.13 | **$210.66** | **$215.30** | **$226.06** | **$237.37** | **$249.24** |

| **Cloud Labor Categories Effective 3-22-2023** | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Labor Category** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Year 6** | **Year 7** | **Year 8** | **Year 9** | **Year 10** |
| **Cloud Associate Consultant** | | | | | **$129.92** | **$132.78** | **$135.70** | **$142.48** | **$149.61** | **$157.09** |
| **Cloud Staff Consultant** | | | | | **$175.32** | **$179.18** | **$183.12** | **$192.27** | **$201.89** | **$211.98** |
| **Cloud Senior Consultant** | | | | | **$203.50** | **$207.98** | **$212.55** | **$223.18** | **$234.34** | **$246.06** |
| **Cloud Lead Consultant** | | | | | **$224.00** | **$228.93** | **$233.96** | **$245.66** | **$257.95** | **$270.84** |
| **Cloud Principal Consultant I** | | | | | **$258.30** | **$263.98** | **$269.79** | **$283.28** | **$297.44** | **$312.32** |
| **Cloud Principal Consultant II** | | | | | **$324.03** | **$331.16** | **$338.44** | **$355.37** | **$373.13** | **$391.79** |
| **Cloud Senior Principal Consultant** | | | | | **$360.04** | **$367.96** | **$376.06** | **$394.86** | **$414.60** | **$435.33** |
| **Cloud Solutions Architect** | | | | | **$391.43** | **$400.04** | **$408.84** | **$429.28** | **$450.75** | **$473.29** |
| **Cloud Senior Solution Architect** | | | | | **$413.22** | **$422.31** | **$431.60** | **$453.18** | **$475.84** | **$499.63** |

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| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Cloud Subject Matter Expert I** | | | | | **$441.45** | **$451.16** | **$461.09** | **$484.14** | **$508.35** | **$533.77** |
| **Cloud Subject Matter Expert II** | | | | | **$469.63** | **$479.96** | **$490.52** | **$515.05** | **$540.80** | **$567.84** |
| **Cloud Contracts Administrator** | | | | | **$131.49** | **$134.38** | **$137.34** | **$144.21** | **$151.42** | **$158.99** |
| **Cloud Project Manager I** | | | | | **$281.78** | **$287.98** | **$294.31** | **$309.03** | **$324.48** | **$340.71** |
| **Cloud Project Manager II** | | | | | **$300.57** | **$307.18** | **$313.94** | **$329.64** | **$346.12** | **$363.43** |
| **Cloud Program Manager** | | | | | **$319.34** | **$326.37** | **$333.55** | **$350.22** | **$367.73** | **$386.12** |

| **1.3.6** | **Technical Support Services and/or Maintenance Support Services** |
|---|---|
| | Technical Support Services and/or Maintenance Support Services fees are calculated as a factor of fees paid on net new licenses and/or hardware, renewal of services thereafter are priced based on a percentage increase over prior years fees and provided in accordance with then current Technical Support Policies. |

~~Note: Oracle University offerings are governed by the Oracle University terms and conditions available at education.oracle.com and incorporated by reference.~~

| ~~1.3.7~~ | ~~Oracle Training and University Products~~ |
|---|---|
| ~~Oracle University Training Services~~ | - |
| ~~Customer Transaction Band~~ | ~~E-Business License and Technical Support Discounts (Enter Discount off of list price. List price detailed at www.oracle.com/education~~ |
| ~~$0 - $10,000~~ | ~~15%~~ |
| ~~$10,001 - $25,000~~ | ~~18%~~ |
| ~~$25,001 - $50,000~~ | ~~23%~~ |
| ~~$50,001 - $100,000~~ | ~~28%~~ |
| ~~$100,001 - $250,000~~ | ~~33%~~ |
| ~~$250,001 +~~ | ~~38%~~ |

**Eff. 01/01/22**

| **1.3.7** | |
|---|---|
| | |
| **Oracle University Cloud Learning Subscriptions** | **5% off of list price** |

| **1.3.8** | **Financing Services** |
|---|---|
| All financing will be quoted by using a Task Order | |

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| 1.3.9 | Google Cloud Platform *Eff. 12-01-25* |
|---|---|
| Google Cloud Platform (GCP) products are offered at a 2% discount off then current list price. | |

| 1.3.10 | Amazon Web Services (AWS) *Eff. 12-01-25* |
|---|---|
| Amazon Web Services (AWS) products are offered at a 2% discount off then current list price. | |

| 1.3.11 | Microsoft Azure *Eff. 12-01-25* |
|---|---|
| Microsoft Azure products are offered at a 2% discount off then current list price. | |

**EFF. 11/01/23**

**Modernization Services**
**Patch Management as a Service (PMaaS)**

*Bundle of Patch Management as a Service offerings, which includes, On Premises Patch Planning Annual Subscription, ODA Appliance Patch management Annual Subscription, Oracle DB Home Patch Management Annual Subscription, Oracle DB Instance Patch Management Annual Subscription.
**Dependent upon purchase of On Premises Patch Planning Annual Subscription.
*** Dependent upon purchase of Oracle Cloud Patch Planning Annual Subscription.

| Service Name | Fixed Price (Yearly) | Service Description |
|---|---|---|
| ODA & Database Patch Management Annual Subscription* | $49,876.93 | Planning and execution of up to 4 patch cycles per year for 1 ODA, 1 Oracle Home, and 1 Oracle Database |
| On Premises Patch Planning Annual Subscription | $31,683.52 | Planning and process for up to 4 on prem patch cycles per year |
| ODA Appliance Patch management Annual Subscription** | $12,074.92 | Up to 4 patch cycles per year for 1 ODA (HW Only) |
| Oracle DB Home Patch Management Annual Subscription** | $5,396.09 | Up to 4 patch cycles per year for 1 Oracle DB Home |
| Oracle DB Instance Patch Management Annual Subscription** | $722.40 | Up to 4 patch cycles per year for 1 Oracle DB Instance |
| Quarter Rack Exadata Patch Management Annual Subscription** | $28,002.63 | Up to 4 patch cycles per year for 1 Quarter Rack Exadata |
| Half Rack Exadata Patch Management Annual Subscription** | $45,340.23 | Up to 4 patch cycles per year for 1 Half Rack Exadata |
| Full Rack Exadata Patch Management Annual Subscription** | $74,717.83 | Up to 4 patch cycles per year for 1 Full Rack Exadata |
| Oracle FMW Exadata Patch Management Annual Subscription** | $13,630.31 | Up to 4 patch cycles per year for 1 Oracle FMW Home |
| Oracle Linux OS Patch Management Annual Subscription** | $963.20 | Up to 12 patch cycles per year for 1 Oracle Linux OS |
| Oracle Cloud Patch Planning Annual Subscription | $31,683.52 | Planning and process establishment for up to 4 Oracle Cloud patch cycles per year. |
| Oracle Cloud DBaaS VM Annual Patch Management Subscription*** | $6,690.93 | Up to 4 patch cycles per year for 1 OCI DBaaS Instance |
| Oracle Cloud Compute VM (Linux) Annual Patch Subscription*** | $963.20 | UP to 12 Patch cycles per year for 1 OCI Compute VM (Linux) |

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# EXHIBIT B
# SCOPE OF WORK

**ORACLE PRODUCTS AND SERVICES**

## 1.0 INTRODUCTION AND BACKGROUND

### 1.1 MASTER AGREEMENT

Maricopa County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, **public** higher education institutions, and other government agencies in the United States of America (herein "Participating Public Agencies") is awarding this contract to one or more qualified suppliers to enter into a Master Agreement for a complete line of Oracle Products, Services and Solutions (herein "Products and Services").

ALL PRODUCTS OFFERED MUST BE NEW OR LIKE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

### 1.2 OBJECTIVES

1.2.1 Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

1.2.2 Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

1.2.3 Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

1.2.4 Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

1.2.5 Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

1.2.6 Provide Participating Public Agencies with environmentally responsible products and services.

### 1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

**Oracle Products, Services and Solutions: Contractors** are to provide the broadest possible selection of Oracle Products, Services and Solutions they offer. The intent of this contract is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the contractors should have demonstrated experience in providing the Products, Services and Solutions as defined in this Exhibit including but not limited to:

1.3.1 **Perpetual Licenses –** applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.

1.3.2 **Engineered Systems –** integrated software and hardware systems offered by Oracle.

1.3.3 **Hardware, Servers, Storage and Networking -** any servers, storage and networking products offered by Oracle.

1.3.4 **Cloud Services** – Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.

1.3.5 **Consulting/Professional Services –** Consulting and integration services relating to Oracle products and services.

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1.3.6 **Technical Support Services and/or Maintenance Support Services –** telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.

1.3.7 **Oracle Training and University Products -** Any related Oracle training including instructor lead classes and self-guided learning paths.

1.3.8 **Financing Services**– Financing services for orders and solutions.

1.4 INTENT**:**

The intent of this contract is to establish a nationwide purchasing agreement for the acquisition of Oracle products, services and solutions. The categories of descriptive examples in Section 2.12 are to provide a general, non-inclusive, description of the categories.

Other governmental entities under agreement with the County may have access to products or services provided hereunder (see Sections 3.15, 3.16 and Exhibit 6, MICPA.)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work

It is expected that contractors will provide binding written Task Orders to be approved by the using agency for all products or services to be purchased under this contract. If more than one contractor is awarded a contract the members at their discretion may request Task Orders from one or more contractors and select the Task Order that's best meets their internal interests. .

## 2.0 SCOPE OF WORK:

2.1 Represent, sell, and service all the Oracle Products listed below (Section 2.12);

2.2 Be able to service local governments, states, school districts, and **public** higher education institutions in the United States of America, and other governmental agencies ~~and nonprofit organizations~~;

2.3 Have the resources to work with multiple entities at the same time;

2.4 Throughout the life of this contract, the successful Contractor shall maintain expertise, resources and capabilities to maintain an Oracle Platinum Partnership level.

2.5 Provide commercial hardware, software, services and solutions as ordered under the task order as a member of the Oracle Platinum Partner Network in good standing with all required distribution agreements;

2.6 Perform or have service delivery partners that can provide consulting, assessment, design, integration, installation and management of Services/Solutions at the task order level;

2.7 Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Maricopa County and Participating Public Agencies as authorized buyers off this contract;

2.8 Provide maintenance support Services/Solutions

2.9 Provide project management support for each deliverable under the contract;

2.10 Provide project specific and overall contract performance reporting, as required.

2.11 Provide on-going marketing of the contract by aligning and traveling with the U.S Communities Program Managers, administrative and marketing personnel engaged in directly promoting the contract to Participating Public Agencies through agency meetings, direct mail, national publications, annual meetings and other such activities.

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2.12 PRODUCTS AND SERVICES REQUIRED:

2.12.1 **Perpetual Licenses –** applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.

2.12.2 **Engineered Systems –** integrated software and hardware systems offered by Oracle.

2.12.3 **Hardware, Servers, Storage, and Networking -** any servers, storage, and networking products offered by Oracle.

2.12.4 **Cloud Services** – Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.

2.12.5 **Consulting/Professional Services –** Consulting and integration services relating to Oracle products and services.

2.12.6 **Technical Support Services and/or Maintenance Support Services –** telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.

2.12.7 **Oracle Training and University Products -** Any related Oracle training including instructor lead classes and self-guided learning paths.

2.12.8 **Financing Services**– Financing services for orders and solutions.

2.13 STAFF EXPERIENCE:

2.13.1 For Maricopa County, full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work for this contract should be identified in any project Task Orders.

2.14 FACILITIES:

During the course of this Contract, the County may provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.15 TRAINING:

The Contractor shall provide a minimum of (To be determined for each Task Order) to completely train County personnel in the use and care of the equipment.

2.16 WARRANTY:

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL.

**Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ v032819.**

**Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.**

**Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ v032819.**

2.17 ACCEPTANCE:

2.17.1 **Perpetual Licenses** – Software is made available via a web link provided by the Licensor; there is no acceptance period for perpetual licenses.

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2.17.2 **Engineered Systems and Hardware** – Acceptance is upon delivery.

2.17.3 **Cloud Services – Cloud services are provisions via a web link provided by the cloud service** provider; there is no acceptance period for cloud services.

## 3.0 PROCUREMENT REQUIREMENTS:

3.1 DELIVERY:

3.1.1 Delivery shall be made within 48 hours after receipt of order (ARO) or as agreed with using agency.

3.1.2 Exceptions to delivery schedule will be special order items that must be identified.

3.1.3 Maricopa County reserves the right to obtain material on the open market in the event Contractors fail to make delivery and charge any price differential to the Contractor.

3.1.4 Delivery shall be F.O.B. Destination, Freight Prepaid.

3.2 EXPEDITED DELIVERY:

3.2.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

3.2.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

3.2.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

3.3.1 Contract Serial number.

3.3.2 Contractor's name and address.

3.3.3 Using Agency name and address.

3.3.4 Using Agency purchase order number.

3.3.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.4 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform and any price differential will be charged against the Contractor.

3.5 SHIPPING CHARGES:

3.5.1 Shipping costs will be borne by the Contractor. FOB: Destination.

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3.5.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

3.6 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

3.7 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Department. These may be provided in hard copy or electronically.

3.8 INSTALLATION (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.9 CONTRACTOR EMPLOYEE MANAGEMENT:

3.9.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this Contract. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.9.2 Contractor shall not reassign any key personnel without the express consent of the County.

3.9.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.9.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason. Said requested removal shall not be subject to part ~~3.9.1~~ **3.11.1** of this section.

3.10 TRAINING:

The Contractor shall provide training services as needed, depending on the product or service purchased, to completely train County personnel in the use and care of the equipment. All training shall take place on-site at Maricopa County.

3.11 MAINTENANCE (If Required):

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Department.

3.12 USAGE REPORT:

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

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3.13 BACKGROUND CHECK:

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.14 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of $AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.15 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

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~~EXHIBIT C~~

~~ORACLE SOFTWARE STANDART TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES:~~

ORACLE

**ORACLE SOFTWARE PROGRAMS AND/OR SERVICES**
**US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818**

**THESE ORACLE SOFTWARE PROGRAM AND/OR SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("SOFTWARE STCs") SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE SOFTWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE SOFTWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.**

**A. Definitions**

"You" and "Your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term "services" refers to annual technical support services which you have ordered.

**B. Rights Granted**

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation 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.

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## EXHIBIT C

**C. Ownership and Restrictions**

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services 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 services you have acquired);
- 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), operating system or integrated software; or
- disclose results of any program benchmark tests.

**D. Warranties, Disclaimers and Exclusive Remedies**

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

**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 SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.**

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## EXHIBIT C

**TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**E. Technical Support**

Technical support consists of annual technical support services you may have ordered or will order for the programs, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Software STCs. Bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order, the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

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## EXHIBIT C

**F. Intellectual Property Indemnification**

If someone makes a claim against 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, or material ("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 its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else'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 for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the 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 to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

This section provides Your and Oracle's exclusive remedy for any infringement claims or damages.

**G. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR**

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**EXHIBIT C**

THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

H. Other

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, 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 separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, 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 relevant order, 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 for any program licensed under the order, per the terms of these Software STCs.

3. Accessibility

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508") effective as of June, 2001, or the Revised version in Appendix A (known as "Revised Section 508") effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

4. Internet Protocol version 6 (IPv6).

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance

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**EXHIBIT C**

with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, 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, program, and/or materials resulting from services (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.

6. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor 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 delivery date to evaluate these programs. If you decide 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 distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and 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.

10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

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11. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

12. Source code maybe delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

13. Programs and service 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.

14. For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

15. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit B. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

16. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A.

17. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

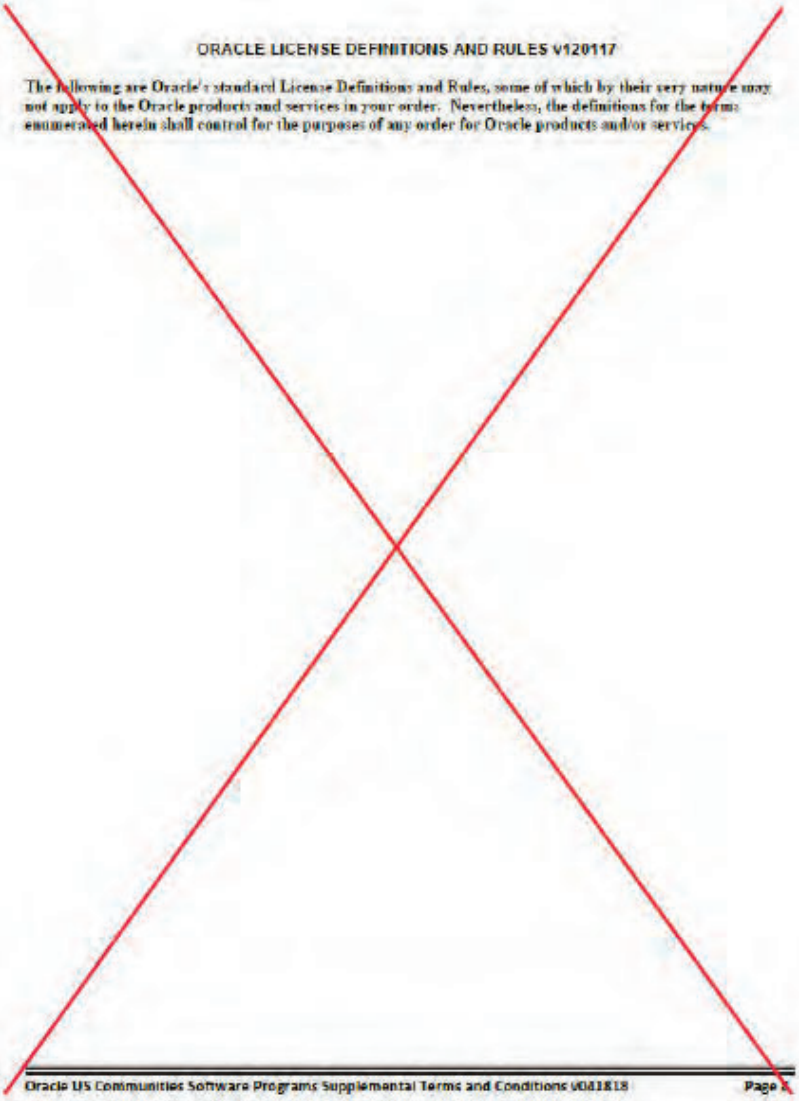
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## EXHIBIT C

### ORACLE LICENSE DEFINITIONS AND RULES v120117

The following are Oracle's standard License Definitions and Rules, some of which by their very nature may not apply to the Oracle products and services in your order. Nevertheless, the definitions for the terms enumerated herein shall control for the purposes of any order for Oracle products and/or services.



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**Compensated Individual:** is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Your employees, contractors, retirees, and any other Person.

**Computer:** is defined as the computer on which the Programs are installed. A Computer license allows You to use the licensed Program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine Program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

**5 Concurrent Users:** is defined as five concurrent users where each Concurrent User is an individual who is authorized by You to access the Program concurrently with other individuals at any given time.

**Concurrent Connection:** is defined as each connection to a Sendust Datalink. A Sendust Datalink is defined as an interface that renders the Infor software operable for use with Mieros Applications.

**Concurrent User:** is defined as each individual that may concurrently use or access the Programs. Concurrent Users shall be only customers or prospective customers of Yours, and shall not be business partners, or employees of Yours.

**Connected Device:** is defined as each unique device (a) that transmits data to or receives data from Oracle application Programs or Oracle cloud services and (b) that does not require any human interaction or human input to execute Oracle application business logic or to update Oracle application tables. Devices include, but are not limited to, sensors, meters, RFID readers, and barcode scanners. Devices may be connected directly to Oracle application Programs or Oracle cloud services, or may be connected indirectly to Oracle application Programs or Oracle cloud services through a gateway device or a third-party communications service. A device may be uniquely identified as being the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by an explicit registry with an Oracle application Program or an Oracle cloud service.

**Connected Instance:** is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

**Connector:** is defined as each connector connecting the software product with a third party product. A unique connector is required for each distinct third party product that the software product is required to interface.

**Connector Pack:** is defined as a collection of connectors as specified in the Program Documentation for the applicable Connector Pack. There is no limitation on the number of physical servers on which any of the connectors in the pack may be copied, installed and used.

**SM Cost of Goods Sold:** is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue.

**CPU:** is defined as a chip that contains a collection of one or more cores on which the Program is running. Regardless of the number of cores, each chip counts as 1 CPU.

**Custom Suite User:** is defined as an individual authorized by You to use the application Programs included in the applicable Custom Applications Suite 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.

**Customer:** is defined as the customer entity specified on Your order. The Programs may not be used or accessed for the business operations of any third party, including but not limited to Your customers, partners, or Your affiliates. There is no limitation on the number of computers on which such Programs may be copied, installed and used.

**Customer Account:** is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such accounts.

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**Oracle Customer Data & Device Retention Service:** is defined as a service for which the description may be found in the Technical Support Policies section (Oracle Hardware and Systems Support Policies) at www.oracle.com/contracts and which is incorporated by reference.

**Customer Record:** is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

**10,000 Daily Average Transactions:** is defined as ten thousand unique transactions (including but not limited to sales transactions, return transactions, exchange transactions, loyalty transactions, deal transactions, gift card transactions, inventory transactions, petty cash transactions, and administrative transactions) that are processed by the Program in a single 24 hour period. The daily transaction volume is calculated as the daily average over the prior 12 month period.

**Developer User / Developer / Developer Seat:** 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. With respect to Developer Users only, such users may create, modify, view and interact with the Programs and documentation.

**Disk Drive:** is defined as a spinning magnetic device that stores data accessed by the Program.

**Electronic Order Lines:** is defined as the total number of distinct order lines entered electronically into the Oracle Program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

**Employee:** is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs.

**Employee for HCM:** is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

**Employee 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 or not the individual is actively using the Programs at any given time.

**Enterprise Employee:** is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

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**Enterprise Full Time Equivalent (FTE) Student:** is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these Program licenses is determined by the number of Enterprise FTE Students. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of Your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise FTE Students as of such date.

**Enterprise Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the Program. The value of these Program licenses is determined by the number of Enterprise Trainees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of Your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Trainees as of such date.

**Enterprise $M in Cost of Goods Sold:** Enterprise $M Cost of Goods Sold is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these Program licenses is determined by the amount of Enterprise $M Cost of Goods Sold. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Cost of Goods Sold as of the effective date of Your order. If at any time the amount of Enterprise $M Cost of Goods Sold exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M Cost of Goods Sold as of such date.

**Enterprise $M in Freight Under Management:** $M Freight Under Management is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid). The value of these Program licenses is determined by the amount of Enterprise $M Freight Under Management. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Freight Under Management as of the effective date of Your order. If at any time the amount of Enterprise $M Freight Under Management exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Freight Under Management. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M Freight Under Management as of such date.

**Enterprise $M in Operating Budget:** is defined as one million U.S. Dollars of Your gross budget reflected in an audited statement from Your external accounting firm. The value of these Program licenses is determined by the amount of Enterprise $M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise $M in Operating Budget exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Operating Budget as of such date.

**Enterprise $M in Revenue:** Enterprise $M in Revenue is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year. The value of these Program

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licenses is determined by the amount of Enterprise $M in Revenue. For these Programs licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Revenue as of the effective date of Your order. If at any time the amount of Enterprise $M in Revenue exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Revenue. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Revenue as of such date.

**Expense Report:** is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

**Faculty User:** is defined as an active teaching member of the faculty for an accredited academic institution, such user may only use the Programs for academic and non-commercial use.

**Field Technician:** is defined as an engineer, technician, representative, or other person who is dispatched by You, including the dispatchers, to the field using the Programs.

**Flash Drive:** is defined as a solid state media device that stores data accessed by the Program.

**$M Freight Under Management:** is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid).

**Full Time Equivalent (FTE) Student:** is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

**25,000 Gift Cards:** is defined as twenty-five thousand value cards (gift or stored) that are generated by the Program during a 12 month period.

**Guest Cabin:** is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses may not be shared across multiple cruise ships.

For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ and Sub-HQ Programs, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

**Guest Room:** is defined as the number of guest rooms managed by the Program.

For the purposes of the Oracle Hospitality Suite8 Interface Programs, a unique Guest Room license is required for each distinct product with which an Oracle Hospitality Suite8 Program is required to interface. For example, a customer requiring interfaces of an Oracle Hospitality Suite8 Program with three distinct products must have three separate Guest Room licenses.

**Hosted Named User:** is defined as an individual authorized by You to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

**Oracle Hospitality Consulting Services:** are defined as services for which the description may be found in the Oracle Hospitality Global Business Unit ("Micros") Consulting Service Descriptions section at www.oracle.com/contracts and which is incorporated by reference.

**Hospitality Suite:** is defined as an entertainment space that typically includes, but is not limited to, a kitchenette, restroom, table and seats within an arena, stadium, concert venue or other venue that is managed by the Program.

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**Installation Services, Start-Up Pack: and Configuration/Upgrade Services:** is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

**Instances:** is defined as a single database environment. Test, production, and development environments are considered three separate instances that must each be licensed.

For the purposes of the Oracle Banking API Infrastructure Program, Instance is defined as the environments (production and non-production) used to run the Oracle Banking API Program.

**Interface:** is defined as each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each distinct third party product with which the Oracle Program is required to interface.

**Inventory Location:** is defined as a dedicated physical inventory space used by vendors to store their inventory within an arena, stadium, concert venue or other venue that is managed by the Program. Each dedicated physical inventory space must be counted as one Inventory Location.

**1K Invoice Line:** is defined as one thousand invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of 1K Invoice Lines during any 12 month period unless You acquire additional 1K Invoice Line licenses from Oracle.

**IVR Port:** is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

**Oracle Java SE Subscription and Oracle Java SE Desktop Subscription:** are defined as the right to use the specified Oracle Java SE Subscription Program(s) in accordance with the applicable metric and to receive Oracle Software Update License & Support (limited to the specified Oracle Java SE Subscription Program(s)), for the term specified on the ordering document. The subscription term is effective upon the effective date of the subscription ordering document unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support is provided under the Oracle Software technical support policies in effect at the time the services are provided. At the end of the specified subscription term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the specified Oracle Java SE Subscription Program(s) will terminate and You must de-install the specified Oracle Java SE Subscription Program(s).

**Kitchen Display Client:** is defined as a device that is used to display and monitor the status of ordered items. 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.

**Learning Credits:** may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time You order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when You order the relevant product or service. The list price will be reduced by applying the discount specified to You by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to Your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date Your order is accepted by Oracle, and You must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which You acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

**SM in Managed Assets:** is defined as one million U.S. Dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program.

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including assets from term terminated leases and repossessed assets, plus (2) Original cost of assets underlying leases and loans, originated and active on the Programs, then sold within the previous 12 months.

**Managed Resources**: is defined as an individual authorized by You to use the 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. In addition, Your employees, contractors, partners and any other individual or entity managed by the Programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

**Member Records**: is defined as each unique customer loyalty Program Member Record managed by the Program. 100K Member Records shall mean one hundred thousand Member Records.

**Merchandise**: is defined as a unique item or SKU of a consumer good.

**Module**: is defined as each production database running the Programs.

**Monitored Users**: is defined as an individual who is monitored by an Analytics Program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics Program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics Program, every user of Your licensed CRM Sales application Program must be licensed. For the purposes of the Human Resources Compensation Analytics Program, all of Your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the Program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / Programs) users (individuals) that the Program monitors.

**MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription**: are defined as the right to use the specified Program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified Program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If You obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then You must also purchase a subscription license for all of such servers for which You have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program(s) will terminate and You must de-install all applications, tools, and binaries provided to You under the applicable non-Community Edition licence (e.g., the licence for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If You do not renew a subscription, You will not receive any updates (including patches or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription.

**Named User Plus**: 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. 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

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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 and Management Pack for WebCenter Suite, 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, Load Testing Suite for Oracle Applications and Oracle Test Starter Kit for Utilities (Load Testing), 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: Data Masking and Subsetting Pack, only the users of the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of 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 Programs must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, 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 Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) or NoSQL repositories from which You capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every queue/topic is counted as a user. For multiple source databases, NoSQL repositories, or messaging systems, all users for all sources must be counted.

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.

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Mobile Application Framework, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

For the purposes of the following Program: Audit Vault and Database Firewall, only users of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Java SE Desktop Subscription, the term "server" refers to a desktop computer.

**Network Devices** is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

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**Non-Employee User - External:** is defined as an individual, who is not Your employee, contractor or outsourcer, authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

**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 sums due under Your order.

**Order Line:** is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless You acquire additional Order Line licenses from Oracle.

**1,000 Page Views:** is defined as 1,000 Page Views per Month, where one Page View means one visit by a unique internet user to a particular page on a website.

**Partner Organization:** is defined as an external third party business entity that provides value-added services in developing, marketing and selling Your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names, such as reseller, distributor, agent, dealer or broker.

**Person:** is defined as Your employee or contractor who is actively working on behalf of Your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

**Physical Server:** is defined as each physical server on which the Programs are installed.

**PIN Entry Device (PED):** is defined as an electronic hardware device that is used in a debit, credit or smart card-based transaction to accept and encrypt the cardholder's personal identification number (PIN).

**Ported Number:** is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

**POS Client:** is defined as a device that is used to record any part of a sales transaction or related end-user functionality such as workstation reporting, cash management, engagement, table management, or manager operations. 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.

For the purposes of the Oracle Hospitality Guest Access POS and Device Client Programs, a POS Client is a guest access control method that includes, but is not limited to, turnstiles, gates and swing doors that are managed by the Program. For each guest access control method, both entrance and exit points must be counted for the purposes of determining the number of licenses required. For example, each turnstile must be counted as two POS Clients (one for entrance and one for exit).

**Processor:** shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Subscription, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Programs (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running

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the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10)

For the purposes of the following Program: Oracle Healthcare Data Repository, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Programs; under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

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 and Management Pack for WebCenter Suite, only the processors on which the Program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only the processors running the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of 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, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache Program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the processors running the Oracle database from which You capture data and (b) the processors running 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 processors running the database from which You capture data and (b) the processors running 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 processors running the non Oracle database from which You capture data and (b) the processors running the non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

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For the purposes of the following Programs: Oracle GoldenGate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purpose of the following programs: Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every 25 queues/topics are counted as a Processor. In the instance of multiple source databases, NoSQL repositories, or messaging systems, all processors for all sources must be counted.

For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purpose of the following Program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the Program is running for indexing content in configured content sources as long as the foregoing is the only use of the Program on all the processors installed in a given server.

**Project**: is defined as a scheduled stage gate process plan in operation.

**Property**: is defined as a location with a single physical address.

**500,000 Queries Per Day**: is defined as five hundred thousand queries from midnight to the next midnight (e.g., a day) to the production MDEX engine, including but not limited to: text searches; changes to facet (refinement); and page up/down through results (any text box query, change in facet selection, change in results viewed). Queries that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed queries. You may also use the programs for non-production uses, including but not limited to development, quality assurance, and performance testing.

**$M in Revenue**: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes) generated by You during a fiscal year.

**$M Revenue Under Management**: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year for the product lines for which the Programs are used.

**Record**: The Customer Hub B2B is a bundle that includes two components: Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-stat items) or organization assignments of the same item.

For the purposes of the Case Hub Program a record is defined as the total number of unique case database records stored in the Case Hub Program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

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For the purposes of the Site Hub Program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub Program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub Program.

For the Programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Oracle Data Relationship Management Program, a record is defined as the unique occurrence of any business object or master data construct that You choose to manage within the Program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub Programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub Programs.

For the purposes of the Life Sciences Customer Hub Program, a record is defined as the number of unique customer database records stored in such Program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub Program.

**1000 Records:** is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator Program.

**Registered 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. Registered Users shall be business partners and/or customers and shall not be Your employees.

**250,000 Requests Per Day:** is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls in the production systems, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: WebCenter Sites for Oracle ATG Web Commerce, requests to the production WebCenter Sites or production WebCenter Sites Satellite Server Programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Endeca Experience Manager, requests at the production Assembler and Presentation API, including but not limited to: any page request for Experience Manager, any single submitted query for the Search Engine (text box queries, selection or changes in facet selection), page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

**Retail Register:** is defined as any device designed to record any part of a sales transaction.

For purposes of the Oracle Retail Xstore Office Program, the licensed quantity purchased must at a minimum be equal to or greater than the number of Retail Registers on which the Oracle Retail Xstore Point of Service Program is installed and/or running.

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**Retail Store:** is defined as any location where two or more people are employed to generate revenue by selling goods and services to customers.

**Retail Wireless Device:** is defined as a detached device that accesses the Program. Examples of wireless devices include but are not limited to, scanners, RF devices, PDAs.

**Revenue Center:** is defined as a logical reporting as configured within a Location. For example, a restaurant that keeps its reports and configuration separate from its bar and its room service would require 3 Revenue Center licenses (one for the restaurant, one for the bar and one for room service)

**RosettaNet Partner Interface Processes® (PIPs®):** are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

**Rule Set:** is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

**Server:** is defined as the computer on which the Programs are installed. A Server license allows You to use the licensed Program on a single specified computer.

For the purposes of Acme Packet Programs, a Server in a virtual environment is defined as a virtual machine image.

**Service Order Line:** is defined as the total number of service order entry line items processed by the Program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer services order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless You acquire additional Service Order Line licenses from Oracle.

**1,000 Sites:** is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

**Socket:** is defined as a slot that houses a chip (or a multi-chip module) that contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the Program is installed and/or running must be licensed.

**Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket:** is defined as the right to use the Oracle Solaris Programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating System services (limited to the Oracle Solaris Programs), for the term specified in the ordering document. "Oracle Solaris Programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris Programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to You under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at http://www.oracle.com/webfolder/technetwork/hcl/index.html. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, You may renew Your subscription, if available, at the then current fees for this subscription.

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If Your order specifies "1 - 4 socket server" then You may only use the subscription on a server with not more than 4 sockets. If Your order specifies "6+ socket server" then You may use the subscription for servers with any number of sockets.

**Store:** is defined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) system. If a physical store location has multiple POS systems, then each POS system must be counted as a Store.

**Stream:** is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

**Subscriber:** is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by You for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If Your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of Your gross annual revenue as reported to the SEC in Your annual report or the equivalent accounting or reporting document.

**Suite:** is defined as all the functional software components described in the product documentation.

**Sun Ray Device:** is defined as the Sun Ray computer on which the Program is running.

**System:** is defined as a single configuration environment. Test, production, and development configurations are considered three separate systems that must each be licensed.

**Tape Drive:** is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to: Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

**Tape Library Slot:** is defined as a physical slot location within a tape library where each slot accepts a single tape cartridge.

**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 policy changes will not result in a material reduction in 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 decupport 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

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policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

**Telephone Number:** is defined as each unique telephone number for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such telephone numbers.

**Terabyte:** is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

**SB in Total Assets:** is defined as one billion U.S. dollars of Your latest published or internally available "Total Asset Value" as disclosed in Your annual report and/or regulatory filings.

**Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the Program.

**Transaction:** is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

**Transaction Services Client:** is defined as a device that is used to receive data from an external source to record a sales transaction (e.g., a device in a coffee shop that is used by customers to enter their sandwich orders). 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.

For the purposes of the Oracle Hospitality Simphony Transaction Services Program, devices that are used to send property or revenue center configuration to an external source must be counted as Transaction Services Clients. For example, if a digital signage provider wants to display menu item information (e.g., price, name, etc.) on a menu board behind the counter and the menu board system requests that a device provides a list of the menu items and prices that are available for purchase, then that device must be licensed as Transaction Services Client.

**UPK Developer:** 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. UPK Developers may create, modify, view and interact with simulations and documentation.

**UPK Module:** is defined as the functional software component described in the product documentation.

**Video Wrapper:** is defined as a standardized container that acts as a file system for video assets installed per site. Examples of video wrapper formats include GXF, MXF, OP1A, AVI, Quicktime and LXF.

**Wireless handset:** is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as its primary functions wireless voice communications and data services provided through a service provider.

**Workstation:** is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

**Term Designation**

**1, 2, 3, 4, 5 Year Term:** 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.

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**Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications:**

**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/us/corporate/pricing/price-lists/index.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 7 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.

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

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.
- If you are licensing the Oracle database Program, you may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of data formats included in or produced by that Program; the foregoing includes a prohibition on reverse engineering of code, data structures, file formats or memory formats included in or produced by that Program or use of any tools or products that have been derived from the reverse engineering of that Program or those data formats.
- Exadata Database In-Memory may only be used on Exadata Database Machines and Oracle Superclusters.
- Exadata Multitenant may only be used on Exadata Database Machines and Oracle Superclusters.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- 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 Extended Edition 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.
- 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.

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- 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 Leveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Primavera, Oracle Hospitality, Oracle XBRi, and Oracle Relate. 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 Extended Edition 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 Suite Foundation Edition 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 Suite Foundation Edition 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 Suite Foundation Edition 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 Suite Foundation Edition), 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 pre-packaged data warehouse requires a full use license of Oracle Business Intelligence Suite Foundation Edition); 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.
- 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 components (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 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

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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 API's from custom workflows or custom application integrations.
- 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 GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.
- The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs. Such limited use license means that the Oracle 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 for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle 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 Oracle Essbase Plus Program may not be used.
- The license for the Hyperion Profitability and Cost Management Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs may only be used to access data from the Hyperion Profitability and Cost Management Program. Specifically, the Oracle 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 Oracle Essbase Plus Program may not be used.

**If You purchase Named User Plus licenses for the Programs listed below, You must maintain 25 Named Users Plus per Processor:**

- Oracle Database Enterprise Edition
- NoSQL Database Enterprise Edition
- Times Ten In-Memory Database
- Rdb Enterprise Edition
- CODASYL DBMS
- Data Integrator Enterprise Edition
- GoldenGate
- GoldenGate for Non Oracle Database
- GoldenGate for Mainframe
- GoldenGate Veridata
- GoldenGate for Teradata Replication Services
- GoldenGate for Big Data
- GoldenGate Foundation Suite
- Data Integrator Enterprise Edition for Oracle Applications

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- GoldenGate for Oracle Applications
- Endeca Discovery Foundation for Oracle Applications

**If You purchase Named User Plus licenses for the Programs listed below, You must maintain 10 Named User Plus per Processor:**

- Java SE Advanced
- Java SE Suite
- WebLogic Server Standard Edition
- WebLogic Server Enterprise Edition
- WebLogic Suite
- Web Tier
- Coherence Standard Edition One
- Coherence Enterprise Edition
- Coherence Grid Edition
- TopLink and Application Development Framework
- GlassFish Server
- Internet Application Server Standard Edition*
- Internet Application Server Enterprise Edition*
- API Gateway
- BPEL Process Manager
- WebLogic Integration
- Service Registry
- Enterprise Repository
- Forms and Reports
- Managed File Transfer
- Tuxedo
- Event Processing
- SOA Suite for Non Oracle Middleware
- Unified Business Process Management Suite for Non Oracle Middleware
- Business Process Management Standard Edition
- Application Adapters
- Oracle E-Business Suite Adapter
- Integration Adapter for SAP R/3
- Integration Adapter for JD Edwards World
- Integration Adapter for Siebel
- Cloud Adapters
- B2B for RosettaNet
- B2B for EDI
- Healthcare Adapter
- B2B for ebXML
- WebCenter Suite Plus
- WebCenter Portal
- WebCenter Content
- WebCenter Sites
- WebCenter Sites Satellite Server
- WebCenter Universal Content Management
- WebCenter Imaging
- WebCenter Forms Recognition
- WebCenter Enterprise Capture
- WebCenter Distributed Capture
- WebCenter Real-Time Collaboration
- WebCenter Sites Mobile Option
- Enterprise Identity Services Suite

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- Identity Governance Suite
- Access Management Suite Plus
- Entitlements Server
- Entitlements Server Security Module
- Beehive Enterprise Collaboration Server

*The Named User Plus Minimum does not apply if the Program is installed on a one-processor machine that allows for a maximum of one user per Program.

- If You purchase Named User Plus licenses for the Oracle Database Personal Edition Program, You may only have a maximum of one Named User Plus per database.

- If You purchase Named User Plus licenses for the Business Intelligence Standard Edition One Program, You may only have a maximum number of fifty Named User Plus licenses.

- You are responsible for ensuring compliance with the Technology Associated Program Matching Table which may be accessed at http://oracle.com/contracts.

**Licensing Rules for Applications:**

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.

**Licensing Rules for ATG Applications:**

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

**Licensing Rules for DIVA Programs:**

Failover: Subject to the conditions that follow below, Your license for the following Programs: Oracle DIVA Programs (Oracle DIVArchive Manager, Oracle DIVArchive Avid Connectivity, Oracle DIVArchive Application Filtering, Oracle DIVArchive Storage Plan Manager, Oracle DIVArchive Export / Import, and Oracle DIVArchive Automatic Data Migration) 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 connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. 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. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

**Licensing Rules for JD Edwards Applications:**

- The Foundation Program contains the development foundation environment toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer Programs generated by You utilizing the development tools included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

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**Licensing Rules for Oracle E-Business Suite Applications:**

- 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.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.

**Licensing Rules for Oracle Hospitality Cruise Applications:**

- The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

**Licensing Rules for Oracle Hospitality Food and Beverage Applications:**

- The Oracle Hospitality Technology Foundation for Food and Beverage Program may only be used with Oracle Hospitality Food and Beverage Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

**Licensing Rules for Oracle Hospitality Hotel Applications:**

- The Oracle Hospitality Technology Foundation Programs may only be used with Oracle Hospitality Hotel Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.
- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.
- The Oracle Hospitality Suite8 Property Resort Edition Program is limited to 30 functions as defined in the Program Documentation.

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- The Oracle Hospitality Suite8 Property Small Business Edition Program is limited to 18 functions as defined in the Program Documentation.
- The following Programs may only be used with the Oracle Hospitality OPERA Programs: Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Premium, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Standard, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Lite and Oracle Hospitality Technology Foundation for Hotel Central Office Systems. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.
- You are responsible for ensuring compliance with the Hospitality Associated Program Matching Table which may be accessed at http://oracle.com/contracts.

**Licensing Rules for PeopleSoft Applications**

- Your use of the Campus Self Service and Student Administration components within the Campus Solutions Program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.

**Licensing Rules for Primavera Applications**

- For the purposes of the following Primavera Programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, You acknowledge that You have both read and understand the limited Software Update License & Support services that are available for these Programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner Programs, You acknowledge that the agreement delivered to You with these Programs, and not the end user license agreement contained in the product installation, governs the end user's use of these Programs.
- For the purposes of the following Programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following Programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

**Licensing Rules for Oracle Retail Programs**

- The Oracle Retail Technology Foundation for Store Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Back Office Program, the Oracle Retail XStore Point of Service Program and the Oracle Retail XStore Office Program. Any use of the Oracle Retail Technology Foundation for Store Applications Program by other Oracle Programs or third party programs is not permitted.

**Licensing Rules for Siebel Applications**

- For the Siebel Branch Teller Services Program, Siebel Internet Banking Services Program, Siebel Retail Finance Foundation Services Program and the Siebel Financial Transactions Workbench Program, You may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the Program Documentation all in accordance with the Program Documentation, and provided that such materials or modified materials shall be used solely with Your licensed use of such Programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the Programs, ancillary Programs, Program Documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes You to use the Program on only one Computer for a maximum of 20 Concurrent Users at any given time. A "Concurrent User" is defined as each individual that may concurrently use or access the Programs. Concurrent Users may only be Your existing customers or Your prospective customers, and may not be Your business partners or Your employees.
- The Siebel Marketing Server Program is licensed on a Computer basis together with the number of unique Customer Records that You may access using the Program. A "Customer Record" is defined as each unique Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

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- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that You may access using the Program together with the number of Brands that You may manage using the Program. A "Brand" is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users. An "Application User" is defined as an individual authorized by You 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.
- The users or processors of the Siebel Web Channel Program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the Programs that is defined in the Siebel Tools Program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for System Software Programs

Failovers: Subject to the conditions that follow below, Your license for the following Programs: StorageTek QFS, StorageTek QFS Client, Oracle Hierarchical Storage Manager, StorageTek Automated Cartridge System Library Software (ACSLS), 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 connected to the disk caches or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. 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. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the rights granted in this section must be licensed separately.

Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit, (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by You using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by You solely for Your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to You concerning Your use of the UPK content, (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by You as those contained in this agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

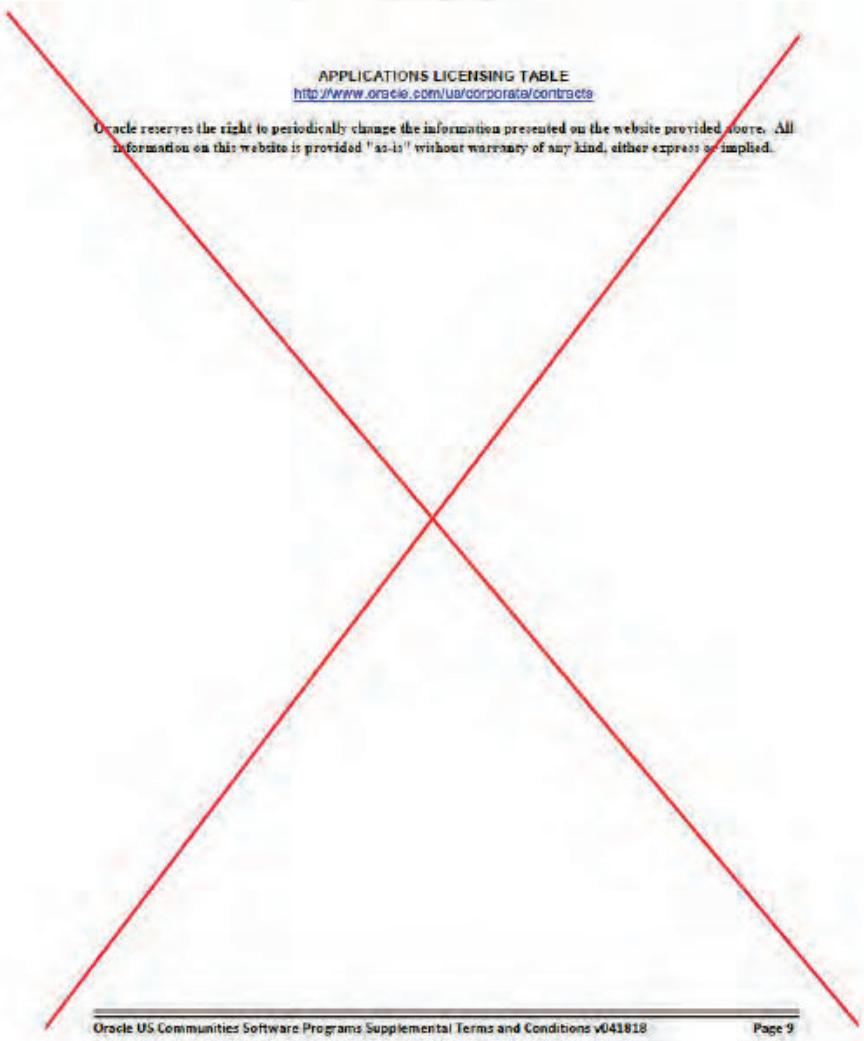
Licensing Rules for MySQL Programs

- The MySQL Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files, or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

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## EXHIBIT C



APPLICATIONS LICENSING TABLE

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**EXHIBIT C**
**ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819**

EXHIBIT C

ORACLE

ORACLE SOFTWARE PROGRAMS AND/OR SERVICES
US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819

THESE ORACLE SOFTWARE PROGRAM AND/OR SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("SOFTWARE STCs") SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE SOFTWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE SOFTWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term "services" refers to annual technical support services which you have ordered.

B. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation 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.

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## EXHIBIT C

### C. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services 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 services you have acquired);
- 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), operating system or integrated software; or
- disclose results of any program benchmark tests.

### D. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

**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 SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.**

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## EXHIBIT C

**TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**E. Technical Support**

Technical support consists of annual technical support services you may have ordered or will order for the programs, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Software STCs. Bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

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## EXHIBIT C

**F. Intellectual Property Indemnification**

If someone makes a claim against 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, or material ("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 its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else'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 for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the 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 to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

**This section provides Your and Oracle's exclusive remedy for any infringement claims or damages.**

**G. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR**

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## EXHIBIT C

**THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.**

**H. Other**

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, 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 separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, 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 relevant order, 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 for any program licensed under the order, per the terms of these Software STCs.

**0. Accessibility**

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

**1. Internet Protocol version 6 (IPv6).**

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance

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EXHIBIT C

with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, 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, program, and/or materials resulting from services (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.

6. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor 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 delivery date to evaluate these programs. If you decide 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 distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and 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.

10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

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## EXHIBIT C

11. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

12. Source code maybe delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

13. Programs and service 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.

14. For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

15. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit A. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

16. Oracle's License Definitions and Rules are incorporated herein. You may access the current version of the License Definitions and Rules at http://oracle.com/contracts.

17. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

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## EXHIBIT C

## EXHIBIT A

### APPLICATIONS LICENSING TABLE

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# EXHIBIT D
## ORACLE CLOUD SERVICES TERMS AND CONDITIONS

ORACLE

### ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS
### v041818

**THESE ORACLE CLOUD SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("CLOUD STCS") SHALL APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE CLOUD STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTION. THESE CLOUD STCS ARE CONSIDERED PART OF THE SCHEUDLE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACT.**

**A. Definitions**

"You" and "Your" refers to the ordering activity that has ordered Oracle Services from an authorized distributor ("Contractor") under the Contract.

The term "Contract" refers to the Contractor's US Communities contract.

The term "Oracle Software" means any software agent, application or tool that Oracle makes available to You for download specifically for the purpose of facilitating Your access to, operation of, and/or use with, the Services.

The term "Program Documentation" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

The term "Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in these Cloud STCs; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order as required by the Contractor. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

The term "Third Party Content" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third party content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

The term "Users" means for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with these Cloud STCs and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers, or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of these Cloud STCs and Your order.

The term "Your Content" means all software, data (including Personal Data as that term is defined in the Data Processing Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under these Cloud STCs, Oracle Software,

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## EXHIBIT D

other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content". Your content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

**B. Use of Services**

Upon Contractor's acceptance of Your order, Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to these Cloud STCs and Your order. Except as otherwise stated in these Cloud STCs or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order (the "Service Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with these Cloud STCs and the order.

The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that Oracle has in these Cloud STCs and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

**C. Ownership Rights and Restrictions**

You and Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights to the Services, derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under Your order.

You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

You grant Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with these Cloud STCs and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by these Cloud STCs or Your order.

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**D. Term and Termination**

Services shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with these Cloud STCs. These Cloud STCs will continue to govern any order for the duration of the Services Period of such order.

If You order Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will NOT automatically be extended for an additional Services Period of the same duration. To extend the Services, You must provide Contractor with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention to renew such Services and You execute an order modification or enter into a new order to renew such Services. The preceding sentence shall not apply if Contractor provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.

Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under these Cloud STCs or Your order.

If Oracle, the Contractor, or You breach a material term of Your order, including these Cloud STCs, and fails to correct the breach within 30 days of written specification of the breach, then a nonbreaching party may terminate the order under which the breach occurred. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching parties may agree in their sole discretion to extend the thirty (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 Your order or Your contract (including these Cloud STCs) with Contractor, You may not use those Services ordered

You may terminate the Contract or Your order at any time without cause by giving Contractor 30 days' prior written notice of such termination. Termination of the Contract will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if the Contract and these Cloud STCs were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of the Contract.

For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60-day retrieval period, and except as may be required by law, Oracle will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Oracle's data deletion practices are described in more detail in the Service Specifications.

Provisions in these Cloud STCs that survive termination or expiration of the Contract are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

**E. Fees and Taxes**

Fees paid for Services performed are non-refundable, except as provided in these Cloud STCs or Your order. Fees for Services offerings are invoiced in arrears of the service performance. Fees for Services listed in an order are exclusive of taxes and expenses.

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You agree and acknowledge that You have not relied on the future availability of any services, programs or updates in executing Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver services that You have ordered per the terms of these Cloud STCs.

**F. Nondisclosure**

By virtue of Your order and these Cloud STCs, Oracle, the Contractor and You may disclose to each other information that is confidential ("Confidential Information"). Confidential information shall be limited to the terms and pricing under these Cloud STCs and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

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.

Subject to applicable law, Oracle, the Contractor and You each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under these Cloud STCs, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content resident in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and these Cloud STCs are subject to applicable freedom of information or open records law. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

**G. Protection of Your Content**

In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the following:

a. the relevant Oracle privacy policies applicable to the Services ordered, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at http://www.oracle.com/us/corporate/contracts/cloud-services/index.html.

To the extent Your Content includes Personal Data (as that term is defined in the Data Processing Agreement), Oracle will furthermore comply with the applicable version of the *Oracle Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at http://www.oracle.com/dataprocessingagreement and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and Oracle's processing of, Your Content (including any Personal Data) as part of the Services, (b) any

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security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of these Cloud STCs. You may disclose or transfer, or instruct Oracle to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer, Oracleis no longer responsible for the security, integrity or confidentiality of such content outside of Oracle.

Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

**H. Warranties, Disclaimers and Exclusive Remedies**

For the sake of clarity, this is Oracle's warranty; nevertheless, it shall be accessed by You through the Contractor.

Oracle warrants that during the Services Period, Oracle will perform Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORAMCNE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERIVCES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CONTRACTOR THE FEES FOR THE DEFICIENT SERVICES THAT CONTRACTOR PAID TO ORACLE FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT, AND CONTRACTOR WILL IN TURN REFUND TO YOU THE FEES FOR THE DEFICIENT SERVICES THAT YOU PAID TO CONTRACTOR FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

**I. Limitation of Liability**

IN NO EVENT SHALL YOU, THE CONTRACTOR, ORACLE OR ANY PARTY'S AFFILIAITES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXAMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER YOUR ORDER), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE

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EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOUR FROM CONTRACTOR UNDER SUCH ORDER.

IN NO EVENT SHALL THE AGGREGATE LIABLITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THESE CLOUD STCS OR YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER.

**J. Intellectual Property Indemnification**

If a third party makes a claim against 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, service, 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, to the extent not prohibited by law, defend the Recipient against the claim and indemnify 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 Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after 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 Provider needs to defend against or settle the claim.

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 the fees the Recipient may have paid for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

The Provider will not indemnify the Recipient if the Recipient (a) alter the Material or use it outside the scope of use identified in the Provider's user documentation or Service Specifications, or (b) uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on third Party Content or any Material from a third party portal or other source that is accessible or make available to Your within or by the Services (e.g. a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from a third party data providers, etc.

**This Section J provides the parties' exclusive remedy for any infringement claims or damages.**

**K. Third Party Content, Services and Websites**

The Services may enable You to link to, transmit Your Content or Third Party Content to, or otherwise access, third parties' web sites, platforms, content, products, services, and information ("Third Parties Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses

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or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

Any Third Party Content Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may update, change or modify the Services under the Contract, as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or third party services without any liability to You or the Contractor. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under the Contract, these Cloud STCs or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

**L. Service Monitoring, Analyses and Oracle Software**

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle retains all intellectual property rights in Service Analyses.

Oracle may provide You with the ability to obtain certain Oracle Software for use with the Services. If Oracle provides Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of these Cloud STCs and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of these Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under

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the separate terms is not restricted in any way by these Cloud STCs.

**M. Export**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern Your use of the Services (including technical data) and any services deliverables provided under Your order, and You and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (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 acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

**N. Force Majeure**

Neither You, Contractor, nor Oracle 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 cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either You, Contractor, or Oracle may cancel unperformed Services and affected orders upon written notice. This Section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

**O. Assignment**

You may not assign Your order or give or transfer the Services, or an interest in the Services, to another individual or entity.

**P. Other**

1. Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle.

2. Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under these Cloud STCs and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under these Cloud STCs. The Contract (including these Cloud STCs) and Your order is entered exclusively between You and the Contractor. While Oracle has no contractual relationship with You, Oracle is a third-party beneficiary of the Contract (including these Cloud STCs) and Your order.

3. Any notice required under your order shall be provided to the other party, and Oracle, in writing. Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

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4. If any term of these Cloud STCs is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of these Cloud STCs.

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

6. Prior to entering into an order governed by these Cloud STCs, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

7. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of these Cloud STCs and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of these Cloud STCs or the applicable order(s). You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights.

8. The Uniform Computer Transactions Act does not apply to these Cloud STCs nor any order placed pursuant to them.

9. The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Services provided under these Cloud STCs.

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10. Internet Protocol version 6 (IPv6). Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the Contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Cloud STCs.

11. If any document incorporated by reference into these Cloud STCs contains a provision (a) allowing for the automatic termination of Your Services; or (b) allowing for the automatic renewal of Services and/or fees, then such terms shall not apply.

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~~EXHIBIT E~~

~~ORACLE HARDWARE TERMS AND CONDITIONS~~

ORACLE

ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818

THESE ORACLE HARDWARE, PROGRAMS AND SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("HARDWARE STCs") SHALL APPLY TO THE ORACLE HARDWARE, PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE HARDWARE STCSSHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTION. THESE HARDWARE STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractors US Communities contract.

The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term "integrated software options" refers to software or programmable code embedded in, installed on, or activated on the hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the integrated software options You are ordering. Not all hardware contains integrated software options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at http://oracle.com/contracts (the "Integrated Software Options License Rules") for the specific integrated software options that may apply to specific hardware. Oracle reserves the right to designate new software features as integrated software options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

The term "operating system" refers to the software that manages hardware for programs and other software.

The term "products" refers to programs, hardware, integrated software and operating system.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

The term "hardware" refers to the hardware equipment, including components, options and spare parts.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

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## EXHIBIT E

B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation 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.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at http://oracle.com/contracts. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oes.oracle.com/systems-opensourcecode >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the

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applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. Unless otherwise stated in your order with Contractor, title to Hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of the contract or these Hardware STCs do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services 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, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs, operating system or integrated software);
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

E. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty, nevertheless, it shall be assessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic

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download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/us/support/policies/index.html ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at http://www.oracle.com/us/support/policies/index.html ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
ii. maltreated or used in a manner other than in accordance with the relevant documentation;
iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
vi. relocated, to the extent that problems are attributable to such relocation;
vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
viii. used by parties appearing on the most current U.S. export exclusion list;
ix. relocated to countries subject to U.S. trade embargo or restrictions;
x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

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This Oracle Hardware Warranty does not apply to normal wear of the hardware products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware product and may be void in the event that title to the hardware product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs and/or hardware, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Hardware STCs. With respect to technical support for software products, bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion, however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement. If you

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decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the 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 services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

G. **Intellectual Property Indemnification**

If someone makes a claim against 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 ("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 its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

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- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Providercontrol of the defense with input from Recipient, and any settlement negotiations; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else'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. If you are the Provider and such return materially affects Contractor's ability to meet its obligations under the relevant order (e.g., impairs Contractor's ability to perform due to a work statement, schedule or cost impact), then Contractor may, at its option and upon 30 days prior written notice, request termination of the order. . The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the 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 to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and these Hardware STC's would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle 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, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value.

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.

For claims related to Hardware, if 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 are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle 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.

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This section provides your and Oracle's exclusive remedy for any infringement claims or damages.

H. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE HARDWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

I. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services , 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 separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, 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 relevant order, 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 for any program licensed under the order, per the terms of these Hardware STCs.

3. Accessibility
The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Template (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the

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availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Hardware STCs.

4. **Internet Protocol version 6 (IPv6)**
Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Hardware STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, 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, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (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 and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): "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.

6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor 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 delivery date to evaluate these programs. If you decide 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 distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer

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systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so, however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.

11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

13. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software, all such source code is subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

14. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit B. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

15. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A. Oracle's Integrated Software Options License Definitions, Rules and Metrics are incorporated herein as Exhibit C. Terms for Oracle Solaris are incorporated herein as Exhibit D.

16. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

17. 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.

18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

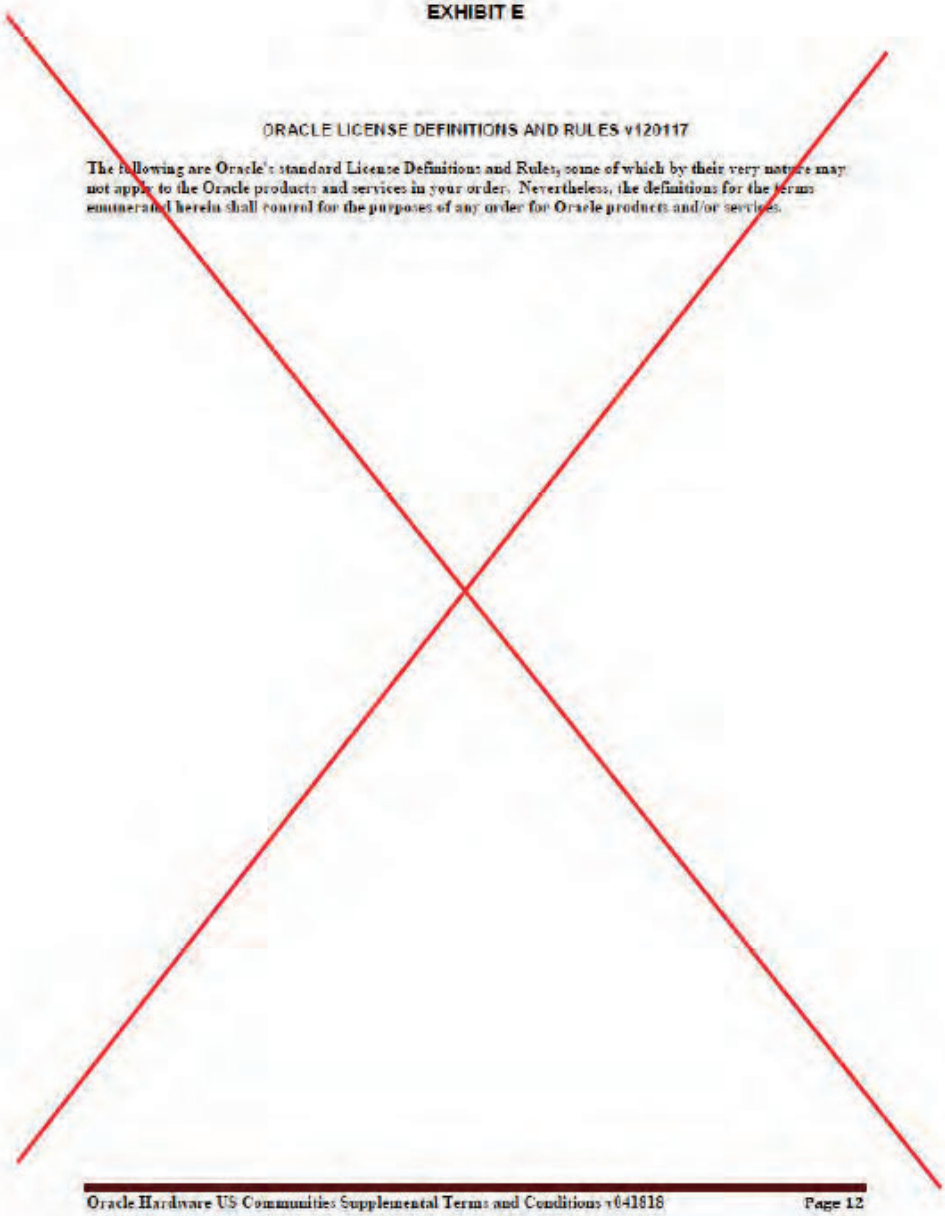
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## EXHIBIT E

### ORACLE LICENSE DEFINITIONS AND RULES v120117

The following are Oracle's standard License Definitions and Rules, some of which by their very nature may not apply to the Oracle products and services in your order. Nevertheless, the definitions for the terms enumerated herein shall control for the purposes of any order for Oracle products and/or services.



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ORACLE

**License Definitions and Rules**

**Definitions and License Metrics**

**$M Annual Transaction Volume:** is defined as one million U.S. Dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by You and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

**Application Module:** is defined as a Program used by You on a single or multiple computers.

**$M in Application Annual Revenue:** is defined as one million U.S. Dollars excluding taxes processed through the licensed Program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

**Application Developed:** is defined as a software Program developed by You that operates on smart-phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

**Application User:** is defined as an individual authorized by You 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 You license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Users licensed and You are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing, PeopleSoft Supplier Contract Management and JD Edwards Supplier Self Service Programs, use by Your external suppliers is included with Your application user licenses. For the purposes of the Oracle Financial Services Operational Risk Solution Program, employees who are just contributing information to the Program via the applicable user interface shall not be counted as application users.

**Application Read-Only User:** is defined as an individual authorized by You to run only queries or reports against the application Program for which You have also acquired non-read-only licenses, regardless of whether the individual is actively using the Programs at any given time.

**Case Report Form (CRF) Page:** is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless You acquire additional CRF Page licenses from Oracle.

**Chassis:** is defined as a physical enclosure containing hardware. For the purposes of the following Programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the chassis (a) that contain networking hardware and (b) that are managed by the Program must be counted for the purpose of determining the number of licenses required.

**Client Application Loader Client:** is defined as a device that receives its configuration from a client application server.

**Collaboration Program User:** is defined as an individual authorized by You to use the 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. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within Your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference, all participants in the web conference external to Your company and attending a web conference are not required to be licensed.

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**Compensated Individual:** is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Your employees, contractors, retirees, and any other Person.

**Computer:** is defined as the computer on which the Programs are installed. A Computer license allows You to use the licensed Program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine Program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

**5 Concurrent Users:** is defined as five concurrent users where each Concurrent User is an individual who is authorized by You to access the Program concurrently with other individuals at any given time.

**Concurrent Connection:** is defined as each connection to a Sarduct Datalink. A Sarduct Datalink is defined as an interface that renders the Infor software operable for use with Micros Applications.

**Concurrent User:** is defined as each individual that may concurrently use or access the Programs. Concurrent Users shall be only customers or prospective customers of Yours, and shall not be business partners, or employees of Yours.

**Connected Devices:** is defined as each unique device (a) that transmits data to or receives data from Oracle application Programs or Oracle cloud services and (b) that does not require any human interaction or human input to execute Oracle application business logic or to update Oracle application tables. Devices include, but are not limited to: sensors, meters, RFID readers, and barcode scanners. Devices may be connected directly to Oracle application Programs or Oracle cloud services, or may be connected indirectly to Oracle application Programs or Oracle cloud services through a gateway device or a third-party communications service. A device may be uniquely identified as being the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by its applicable registry with an Oracle application Program or an Oracle cloud service.

**Connected Instance:** is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

**Connector:** is defined as each connector connecting the software product with a third party product. A unique connector is required for each distinct third party product that the software product is required to interface.

**Connector Pack:** is defined as a collection of connectors as specified in the Program Documentation for the applicable Connector Pack. There is no limitation on the number of physical servers on which any of the connectors in the pack may be copied, installed and used.

**$M Cost of Goods Sold:** is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue.

**CPU:** is defined as a chip that contains a collection of one or more cores on which the Program is running. Regardless of the number of cores, each chip counts as 1 CPU.

**Custom Suite User:** is defined as an individual authorized by You to use the application Programs included in the applicable Custom Applications Suite 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.

**Customer:** is defined as the customer entity specified on Your order. The Programs may not be used or accessed for the business operations of any third party, including but not limited to Your customers, partners, or Your affiliates. There is no limitation on the number of computers on which such Programs may be copied, installed and used.

**Customer Account:** is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such accounts.

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**Oracle Customer Data & Device Retention Service:** is defined as a service for which the description may be found in the Technical Support Policies section (Oracle Hardware and Systems Support Policies) at www.oracle.com/contracts and which is incorporated by reference.

**Customer Record:** is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

**10,000 Daily Average Transactions:** is defined as ten thousand unique transactions (including but not limited to sales transactions, return transactions, exchange transactions, loyalty transactions, deal transactions, gift card transactions, inventory transactions, petty cash transactions, and administrative transactions) that are processed by the Program in a single 24 hour period. The daily transaction volume is calculated as the daily average over the prior 12 month period.

**Developer User / Developer / Developer Seat:** 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. With respect to Developer Users only, such users may create, modify, view and interact with the Programs and documentation.

**Disk Drive:** is defined as a spinning media device that stores data accessed by the Program.

**Electronic Order Line:** is defined as the total number of distinct order lines entered electronically into the Oracle Program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

**Employee:** is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs.

**Employee for HCM:** is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

**Employee 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 or not the individual is actively using the Programs at any given time.

**Enterprise Employees:** is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

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**Enterprise Full Time Equivalent (FTE) Student:** is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these Program licenses is determined by the number of Enterprise FTE Students. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of Your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise FTE Students as of such date.

**Enterprise Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the Program. The value of these Program licenses is determined by the number of Enterprise Trainees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of Your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Trainees as of such date.

**Enterprise $M in Cost of Goods Sold:** Enterprise $M Cost of Goods Sold is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these Program licenses is determined by the amount of Enterprise $M Cost of Goods Sold. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Cost of Goods Sold as of the effective date of Your order. If at any time the amount of Enterprise $M Cost of Goods Sold exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M Cost of Goods Sold as of such date.

**Enterprise $M in Freight Under Management:** $M Freight Under Management is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g. inbound shipments from suppliers to You with freight terms of prepaid). The value of these Program licenses is determined by the amount of Enterprise $M Freight Under Management. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Freight Under Management as of the effective date of Your order. If at any time the amount of Enterprise $M Freight Under Management exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Freight Under Management. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M Freight Under Management as of such date.

**Enterprise $M in Operating Budget:** is defined as one million U.S. Dollars of Your gross budget reflected in an audited statement from Your external accounting firm. The value of these Program licenses is determined by the amount of Enterprise $M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise $M in Operating Budget exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Operating Budget as of such date.

**Enterprise $M in Revenue:** Enterprise $M in Revenue is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year. The value of these Program

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licenses is determined by the amount of Enterprise $M in Revenue. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Revenue as of the effective date of Your order. If at any time the amount of Enterprise $M in Revenue exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Revenue. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Revenue as of such date.

**Expense Report:** is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

**Faculty User:** is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the Programs for academic and non-commercial use.

**Field Technician:** is defined as an engineer, technician, representative, or other person who is dispatched by You, including the dispatchers, to the field using the Programs.

**Flash Drive:** is defined as a solid state media device that stores data accessed by the Program.

**$M Freight Under Management:** is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid).

**Full Time Equivalent (FTE) Student:** is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

**25,000 Gift Cards:** is defined as twenty-five thousand value cards (gift or stored) that are generated by the Program during a 12 month period.

**Guest Cabin:** is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses may not be shared across multiple cruise ships.

For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ and Sub-HQ Programs, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

**Guest Room:** is defined as the number of guest rooms managed by the Program.

For the purposes of the Oracle Hospitality Suite8 Interface Programs, a unique Guest Room license is required for each distinct product with which an Oracle Hospitality Suite8 Program is required to interface. For example, a customer requiring interfaces of an Oracle Hospitality Suite8 Program with three distinct products must have three separate Guest Room licenses.

**Hosted Named User:** is defined as an individual authorized by You to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

**Oracle Hospitality Consulting Services:** are defined as services for which the description may be found in the Oracle Hospitality Global Business Unit ("Micros") Consulting Service Descriptions section at www.oracle.com/contracts and which is incorporated by reference.

**Hospitality Suites:** is defined as an entertainment space that typically includes, but is not limited to, a kitchenette, restroom, table and seats within an arena, stadium, concert venue or other venue that is managed by the Program.

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**Installation Services, Start-Up Packs and Configuration/Upgrade Services:** is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

**Instance:** is defined as a single database environment. Test, production, and development environments are considered three separate instances that must each be licensed.

For the purposes of the Oracle Banking API Infrastructure Program, Instance is defined as the environments (production and non-production) used to run the Oracle Banking API Program.

**Interface:** is defined as each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each channel third party product with which the Oracle Program is required to interface.

**Inventory Location:** is defined as a dedicated physical inventory space used by vendors to store their inventory within an arena, stadium, concert venue or other venue that is managed by the Program. Each dedicated physical inventory space must be counted as one Inventory Location.

**1K Invoice Line:** is defined as one thousand invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of 1K Invoice Lines during any 12 month period unless You acquire additional 1K Invoice Line licenses from Oracle.

**IVR Ports:** is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

**Oracle Java SE Subscription and Oracle Java SE Desktop Subscription:** are defined as the right to use the specified Oracle Java SE Subscription Program(s) in accordance with the applicable metric and to receive Oracle Software Update License & Support (limited to the specified Oracle Java SE Subscription Program(s)), for the term specified on the ordering document. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support is provided under the Oracle Software technical support policies in effect at the time the services are provided. At the end of the specified subscription term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the specified Oracle Java SE Subscription Program(s) will terminate and You must de-install the specified Oracle Java SE Subscription Program(s).

**Kitchen Display Client:** is defined as a device that is used to display and monitor the status of ordered items. 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.

**Learning Credits:** may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time You order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when You order the relevant product or service. The list price will be reduced by applying the discount specified to You by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to Your order, however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date Your order is accepted by Oracle, and You must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which You acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

**$M in Managed Assets:** is defined as one million U.S. Dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program,

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including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the Program, then sold within the previous 12 months.

**Managed Resource:** is defined as an individual authorized by You to use the 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. In addition, Your employees, contractors, partners and any other individual or entity managed by the Programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

**Member Record:** is defined as each unique customer loyalty Program Member Record managed by the Program. 100K Member Records shall mean one hundred thousand Member Records.

**Merchandise:** is defined as a unique item or SKU of a consumer good.

**Module:** is defined as each production database running the Programs.

**Monitored User:** is defined as an individual who is monitored by an Analytics Program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics Program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics Program, every user of Your licensed CRM Sales application Program must be licensed. For the purposes of the Human Resources Compensation Analytics Program, all of Your employees must be licensed.

For the purpose of the following Oracle Governance, Risk and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the Program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / Programs) users (individuals) that the Program monitors.

**MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription:** are defined as the right to use the specified Program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified Program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If You obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then You must also purchase a subscription license for all such servers for which You have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program(s) will terminate and You must de-install all applications, tools, and binaries provided to You under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If You do not renew a subscription, You will not receive any updates (including patches or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription.

**Named User Plus:** 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. 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

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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 and Management Pack For WebCenter Suite, 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, Load Testing Suite for Oracle Applications and Oracle Test Starter Kit for Utilities (Load Testing), 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: Data Masking and Subsetting Pack, only the users of the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of 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 Programs must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, 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 Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) or NoSQL repositories from which You capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every queue/topic is counted as a user. For multiple source databases, NoSQL repositories, or messaging systems, all users for all sources must be counted.

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.

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Mobile Application Framework, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

For the purposes of the following Program: Audit Vault and Database Firewall, only users of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Java SE Desktop Subscription, the term "server" refers to a desktop computer.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

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**Non-Employee User - External:** is defined as an individual, who is not Your employee, contractor or outsourcer, authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

**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 sums due under Your order.

**Order Line:** is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless You acquire additional Order Line licenses from Oracle.

**1,000 Page Views:** is defined as 1,000 Page Views per Month, where one Page View means one visit by a unique internet user to a particular page on a website.

**Partner Organization:** is defined as an external third party business entity that provides value-added services in developing, marketing and selling Your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

**Person:** is defined as Your employee or contractor who is actively working on behalf of Your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

**Physical Server:** is defined as each physical server on which the Programs are installed.

**PIN Entry Device (PED):** is defined as an electronic hardware device that is used in a debit, credit or smart card-based transaction to accept and encrypt the cardholder's personal identification number (PIN).

**Ported Number:** is defined as the telephone number that end users retain as they change from one service provider to another. That telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

**POS Client:** is defined as a device that is used to record any part of a sales transaction or related end-user functionality such as workstation reporting, cash management, engagement, table management, or manager operations. 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.

For the purposes of the Oracle Hospitality Guest Access POS and Device Client Program, a POS Client is a guest access control method that includes, but is not limited to, turnstiles, gates and swing doors that are managed by the Program. For each guest access control method, both entrance and exit points must be counted for the purposes of determining the number of licenses required. For example, each turnstile must be counted as two POS Clients (one for entrance and one for exit).

**Processor:** shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Subscription, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Programs (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running

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the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for "All other multi-core chips" equals 10)

For the purposes of the following Program: Oracle Healthcare Data Repository, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Program. Under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

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 and Management Pack for WebCenter Suite, only the processors on which the Program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only the processors running the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of 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, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Information PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: In-Memory Database Cache, only the processors on which the TimesTen In-Memory Database component of the In-Memory Database Cache Program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the processors running the Oracle database from which You capture data and (b) the processors running 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 processors running the database from which You capture data and (b) the processors running 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 processors running the non Oracle database from which You capture data and (b) the processors running the non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

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For the purposes of the following Programs: Oracle GoldenGate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purpose of the following programs: Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every 25 queues/topics are counted as a Processor. In the instance of multiple source databases, NoSQL repositories, or messaging systems, all processors for all sources must be counted.

For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the Program is running for indexing content in configured content sources as long as the foregoing is the only use of the Program on all the processors installed in a given server.

**Project:** is defined as a scheduled stage gate process plan in operation.

**Property:** is defined as a location with a single physical address.

**500,000 Queries Per Day:** is defined as five hundred thousand queries from midnight to the next midnight (e.g., a day) to the production MDEX engine, including but not limited to: text searches; changes to facet (refinement); and page up/down through results (any text box query, change in facet selection, change in results viewed). Queries that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed queries. You may also use the programs for non-production uses, including but not limited to development, quality assurance, and performance testing.

**$M in Revenue:** is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

**$M Revenue Under Management:** is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year for the product lines for which the Programs are used.

**Record:** The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub Program a record is defined as the total number of unique case database records stored in the Case Hub Program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

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For the purposes of the Site Hub Program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub Program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub Program.

For the Programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Oracle Data Relationship Management Program, a record is defined as the unique occurrences of any business object or master data construct that You choose to manage within the Program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub Programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub Programs.

For the purposes of the Life Sciences Customer Hub Program, a record is defined as the number of unique customer database records stored in such Program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub Program.

**1000 Records:** is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator Program.

**Registered 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. Registered Users shall be business partners and/or customers and shall not be Your employees.

**250,000 Requests Per Day:** is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls in the production systems, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications; rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: WebCenter Sites for Oracle ATG Web Commerce, requests to the production WebCenter Sites or production WebCenter Sites Satellite Server Programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Endeca Experience Manager, requests at the production Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

**Retail Register:** is defined as any device designed to record any part of a sales transaction.

For purposes of the Oracle Retail Xstore Office Program, the licensed quantity purchased must at a minimum be equal to or greater than the number of Retail Registers on which the Oracle Retail Xstore Point of Service Program is installed and/or running.

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**Retail Store:** is defined as any location where two or more people are employed to generate revenue by selling goods and services to customers.

**Retail Wireless Device:** is defined as a detached device that accesses the Program. Examples of wireless devices include but are not limited to, scanners, RF devices, PDAs.

**Revenue Center:** is defined as a logical reporting as configured within a Location. For example, a restaurant that keeps its reports and configuration separate from its bar and its room service would require 3 Revenue Center licenses (one for the restaurant, one for the bar and one for room service).

**RosettaNet Partner Interface Processes® (PIPs®):** are defined as business processes between trading partners. Preconfigured system-to-system XML based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

**Rule Set:** is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

**Server:** is defined as the computer on which the Programs are installed. A Server license allows You to use the licensed Program on a single specified computer.

For the purposes of Acme Packet Programs, a Server in a virtual environment is defined as a virtual machine image.

**Service Order Line:** is defined as the total number of service order entry line items processed by the Program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless You acquire additional Service Order Line licenses from Oracle.

**1,000 Sites:** is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

**Socket:** is defined as a slot that houses a chip (or a multi-chip module) that contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the Program is installed and/or running must be licensed.

**Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket:** is defined as the right to use the Oracle Solaris Programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris Programs), for the term specified in the ordering document. "Oracle Solaris Programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris Programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to You under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at http://www.oracle.com/webfolder/technetwork/hcl/index.html. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, You may renew Your subscription, if available, at the then current fees for this subscription.

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If Your order specifies "1 – 4 socket server" then You may only use the subscription on a server with not more than 4 sockets. If Your order specifies "5+ socket server" then You may use the subscription for servers with any number of sockets.

**Store:** is defined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) system. If a physical store location has multiple POS systems, then each POS system must be counted as a Store.

**Stream:** is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

**Subscriber:** is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by You for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If Your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of Your gross annual revenue as reported to the SEC in Your annual report or the equivalent accounting or reporting document.

**Suite:** is defined as all the functional software components described in the product documentation.

**Sun Ray Device:** is defined as the Sun Ray computer on which the Program is running.

**System:** is defined as a single configuration environment. Test, production, and development configurations are considered three separate systems that must each be licensed.

**Tape Drive:** is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

**Tape Library Slot:** is defined as a physical slot location within a tape library where each slot accepts a single tape cartridge.

**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 policy changes will not result in a material reduction in 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

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policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

**Telephone Number:** is defined as each unique telephone number for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such telephone numbers.

**Terabyte:** is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

**$B in Total Assets:** is defined as one billion U.S. dollars of Your latest published or internally available "Total Asset Value" as disclosed in Your annual report and/or regulatory filings.

**Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the Program.

**Transaction:** is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

**Transaction Services Client:** is defined as a device that is used to receive data from an external source to record a sales transaction (e.g., a device in a coffee shop that is used by customers to enter their sandwich orders). If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, then number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Simphony Transaction Services Program, devices that are used to send property or revenue center configuration to an external source must be counted as Transaction Services Clients. For example, if a digital signage provider wants to display menu item information (e.g., price, name, etc.) on a menu board behind the counter and the menu board system requests that a device provides a list of the menu items and prices that are available for purchase, then that device must be licensed as Transaction Services Client.

**UPK Developer:** 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. UPK Developers may create, modify, view and interact with simulations and documentation.

**UPK Module:** is defined as the functional software component described in the product documentation.

**Video Wrapper:** is defined as a standardized container that acts as a file system for video assets installed per site. Examples of video wrapper formats include GXF, MXF, OP1A, AVI, Quicktime and LXF.

**Wireless Handset:** is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

**Workstation:** is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

**Term Designation**

**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.

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**Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications**

**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/us/corporate/pricing/price-lists/index.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.

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

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.
- If you are licensing the Oracle database Program, you may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of data formats included in or produced by that Program; the foregoing includes a prohibition on reverse engineering of code, data structures, file formats or memory formats included in or produced by that Program or use of any tools or products that have been derived from the reverse engineering of that Program or those data formats.
- Exadata Database In-Memory may only be used on Exadata Database Machines and Oracle Superclusters.
- Exadata Multitenant may only be used on Exadata Database Machines and Oracle Superclusters.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- 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 Extended Edition 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.
- 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.

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- 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 Revelens, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Empirica, Oracle Hospitality, Oracle XBRL, and Oracle Relate. 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 Extended Edition 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 Suite Foundation Edition 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 Suite Foundation Edition 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 Suite Foundation Edition 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 Suite Foundation Edition); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customization 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 pre-packaged data warehouses require a full use license of Oracle Business Intelligence Suite Foundation Edition); 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.
- 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 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

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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 properties, 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 (APIs) 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.
- 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 GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.
- The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs. Such limited use license means that the Oracle 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 for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle 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 Oracle Essbase Plus Program may not be used.
- The license for the Hyperion Profitability and Cost Management Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs may only be used to access data from the Hyperion Profitability and Cost Management Program. Specifically, the Oracle 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 Oracle Essbase Plus Program may not be used.

**If You purchase Named User Plus licenses for the Programs listed below, You must maintain 25 Named Users Plus per Processor:**

- Oracle Database Enterprise Edition
- NoSQL Database Enterprise Edition
- Times Ten In-Memory Database
- Rdb Enterprise Edition
- CODASYL DBMS
- Data Integrator Enterprise Edition
- GoldenGate
- GoldenGate for Non Oracle Database
- GoldenGate for Mainframe
- GoldenGate Veridata
- GoldenGate for Teradata Replication Services
- GoldenGate for Big Data
- GoldenGate Foundation Suite
- Data Integrator Enterprise Edition for Oracle Applications

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- GoldenGate for Oracle Applications
- Endeca Discovery Foundation for Oracle Applications

**If You purchase Named User Plus licenses for the Programs listed below, You must maintain 10 Named Users Plus per Processor:**

- Java SE Advanced
- Java SE Suite
- WebLogic Server Standard Edition
- WebLogic Server Enterprise Edition
- WebLogic Suite
- Web Tier
- Coherence Standard Edition One
- Coherence Enterprise Edition
- Coherence Grid Edition
- TopLink and Application Development Framework
- GlassFish Server
- Internet Application Server Standard Edition*
- Internet Application Server Enterprise Edition*
- API Gateway
- BPEL Process Manager
- WebLogic Integration
- Service Registry
- Enterprise Repository
- Forms and Reports
- Managed File Transfer
- Tuxedo
- Event Processing
- SOA Suite for Non Oracle Middleware
- Unified Business Process Management Suite for Non Oracle Middleware
- Business Process Management Standard Edition
- Application Adapters
- Oracle E-Business Suite Adapter
- Integration Adapter for SAP R/3
- Integration Adapter for JD Edwards World
- Integration Adapter for Siebel
- Cloud Adapters
- B2B for RosettaNet
- B2B for EDI
- Healthcare Adapter
- B2B for ebXML
- WebCenter Suite Plus
- WebCenter Portal
- WebCenter Content
- WebCenter Sites
- WebCenter Sites Satellite Server
- WebCenter Universal Content Management
- WebCenter Imaging
- WebCenter Forms Recognition
- WebCenter Enterprise Capture
- WebCenter Distributed Capture
- WebCenter Real-Time Collaboration
- WebCenter Sites Mobile Option
- Enterprise Identity Services Suite

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- Identity Governance Suite
- Access Management Suite Plus
- Entitlements Server
- Entitlements Server Security Module
- Beehive Enterprise Collaboration Server

*The Named User Plus Minimum does not apply if the Program is installed on a one processor machine that allows for a maximum of one user per Program.

- If You purchase Named User Plus licenses for the Oracle Database Personal Edition Program, You may only have a maximum of one Named User Plus per database.

- If You purchase Named User Plus licenses for the Business Intelligence Standard Edition One Program, You may only have a maximum number of fifty Named User Plus licenses.

- You are responsible for ensuring compliance with the Technology Associated Program Matching Table which may be accessed at http://oracle.com/contracts.

Licensing Rules for Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.

Licensing Rules for ATG Applications

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

Licensing Rules for DIVA Programs

Failover: Subject to the conditions that follow below, Your license for the following Programs: Oracle DIVA Programs (Oracle DIVArchive Manager, Oracle DIVArchive Avid Connectivity, Oracle DIVArchive Application Filtering, Oracle DIVArchive Storage Plan Manager , Oracle DIVArchive Export / Import, and Oracle DIVArchive Automatic Data Migration) 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 connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. 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. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for JD Edwards Applications

- The Foundation Program contains the development foundation environment/toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer Programs generated by You utilizing the development tools included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

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**Licensing Rules for Oracle E-Business Suite Applications**

- 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.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.

**Licensing Rules for Oracle Hospitality Cruise Applications**

- The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

**Licensing Rules for Oracle Hospitality Food and Beverage Applications**

- The Oracle Hospitality Technology Foundation for Food and Beverage Program may only be used with Oracle Hospitality Food and Beverage Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

**Licensing Rules for Oracle Hospitality Hotel Applications**

- The Oracle Hospitality Technology Foundation Programs may only be used with Oracle Hospitality Hotel Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.
- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.
- The Oracle Hospitality Suite8 Property Resort Edition Program is limited to 30 functions as defined in the Program Documentation.

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- The Oracle Hospitality Suite8 Property Small Business Edition Program is limited to 18 functions as defined in the Program Documentation.
- The following Programs may only be used with the Oracle Hospitality OPERA Programs: Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Premium, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Standard, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Lite and Oracle Hospitality Technology Foundation for Hotel Central Office Systems. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.
- You are responsible for ensuring compliance with the Hospitality Associated Program Matching Table which may be accessed at http://oracle.com/contracts.

**Licensing Rules for PeopleSoft Applications:**

- Your use of the Campus Self Service and Student Administration components within the Campus Solutions Program is subject to the additional terms and conditions set forth in the ENAS Software Supplement located at http://oracle.com/contracts.

**Licensing Rules for Primavera Applications:**

- For the purposes of the following Primavera Programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, You acknowledge that You have both read and understand the limited Software Update License & Support services that are available for these Programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner Programs, You acknowledge that the agreement delivered to You with these Programs, and not the end user license agreement contained in the product installation, governs the end user's use of these Programs.
- For the purposes of the following Programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following Programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

**Licensing Rules for Oracle Retail Programs:**

- The Oracle Retail Technology Foundation for Store Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Back Office Program, the Oracle Retail XStore Point of Service Program and the Oracle Retail XStore Office Program. Any use of the Oracle Retail Technology Foundation for Store Applications Program by other Oracle Programs or third party programs is not permitted.

**Licensing Rules for Siebel Applications:**

- For the Siebel Branch Teller Services Program, Siebel Internet Banking Services Program, Siebel Retail Finance Foundation Services Program and the Siebel Financial Transactions Workbench Program, You may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the Program Documentation, all in accordance with the Program Documentation, and provided that such materials or modified materials shall be used solely with Your licensed use of such Programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the Programs, ancillary Programs, Program Documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes You to use the Program on only one Computer for a maximum of 20 Concurrent Users at any given time. A "Concurrent User" is defined as each individual that may concurrently use or access the Programs. Concurrent Users may only be Your existing customers or Your prospective customers, and may not be Your business partners or Your employees.
- The Siebel Marketing Server Program is licensed on a Computer basis together with the number of unique Customer Records that You may access using the Program. A "Customer Record" is defined as each unique Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

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- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that You may access using the Program together with the number of Brands that You may manage using the Program. A "Brand" is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users. An "Application User" is defined as an individual authorized by You 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.
- The users or processors of the Siebel Web Channel Program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the Programs that is defined in the Siebel Tools Program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

**Licensing Rules for System Software Programs:**

**Failover:** Subject to the conditions that follow below, You license for the following Programs: StorageTek QFS, StorageTek QFS Client, Oracle Hierarchical Storage Manager, StorageTek Automated Cartridge System Library Software (ACSLS), 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 connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. 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. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

**Licensing Rules for Programs Licensed per UPK Module**

- Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by You using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by You solely for Your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to You concerning Your use of the UPK content, (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by You as those contained in this agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

**Licensing Rules for MySQL Programs:**

- The MySQL Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files, or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

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## EXHIBIT E

APPLICATIONS LICENSING TABLE
http://www.oracle.com/us/corporate/contracts

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

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# EXHIBIT E
## ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819.

EXHIBIT E

ORACLE

ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819

THESE ORACLE HARDWARE, PROGRAMS AND SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("HARDWARE STCs") SHALL APPLY TO THE ORACLE HARDWARE, PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE HARDWARE STCSSHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTION. THESE HARDWARE STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

### A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term "integrated software options" refers to software or programmable code embedded in, installed on, or activated on the hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the integrated software options You are ordering. Not all hardware contains integrated software options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at http://oracle.com/contracts (the "Integrated Software Options License Rules") for the specific integrated software options that may apply to specific hardware. Oracle reserves the right to designate new software features as integrated software options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

The term "operating system" refers to the software that manages hardware for programs and other software.

The term "products" refers to programs, hardware, integrated software and operating system.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

The term "hardware" refers to the hardware equipment, including components, options and spare parts.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

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**B. Hardware Composition**

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

**C. Rights Granted**

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation 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.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at http://oracle.com/contracts. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the

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applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

**D. Ownership and Restrictions**

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of the contract or these Hardware STCs do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services 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, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

**E. Warranties, Disclaimers and Exclusive Remedies**

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic

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download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/us/support/policies/index.html ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at http://www.oracle.com/us/support/policies/index.html ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
ii. maltreated or used in a manner other than in accordance with the relevant documentation;
iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
vi. relocated, to the extent that problems are attributable to such relocation;
vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
viii. used by parties appearing on the most current U.S. export exclusion list;
ix. relocated to countries subject to U.S. trade embargo or restrictions;
x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

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This Oracle Hardware Warranty does not apply to normal wear of the hardware products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware product and may be void in the event that title to the hardware product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

**To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:**

**NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.**

**YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### F. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs and/or hardware, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Hardware STCs. With respect to technical support for software products, bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you

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decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the 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 services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

**G. Intellectual Property Indemnification**

If someone makes a claim against 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 ("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 its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

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- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Providercontrol of the defense, with input from Recipient, and any settlement negotiations; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else'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. If you are the Provider and such return materially affects Contractor's ability to meet its obligations under the relevant order (e.g., impairs Contractor's ability to perform due to a work statement, schedule or cost impact), then Contractor may, at its option and upon 30 days prior written notice, request termination of the order. . The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the 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 to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and these Hardware STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle 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, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value.

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

For claims related to hardware, if 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 are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle 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.

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**This section provides your and Oracle's exclusive remedy for any infringement claims or damages.**

**H. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE HARDWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.**

I. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services , 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 separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, 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 relevant order, 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 for any program licensed under the order, per the terms of these Hardware STCs.

3. Accessibility
The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the

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availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Hardware STCs.

4. **Internet Protocol version 6 (IPv6)**
Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Hardware STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, 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, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (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 and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): '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.

6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor 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 delivery date to evaluate these programs. If you decide 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 distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer

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systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.

11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

13. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

14. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit A. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

15. Oracle's License Definitions and Rules; Oracle's Integrated Software Options License Definitions, Rules, and Metrics; and Terms for Oracle Solaris are incorporated herein. You may access the current versions of these documents at http://oracle.com/contracts.

16. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

17. 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.

18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

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## EXHIBIT E

## EXHIBIT A

### APPLICATIONS LICENSING TABLE

http://www.oracle.com/us/corporate/contracts

**Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.**

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~~EXHIBIT F~~

~~ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712.~~

**EXHIBIT F**

ORACLE

**SUPPLEMENTAL PUBLIC SECTOR TERMS AND CONDITIONS**
**FOR**
**ORACLE LINUX AND ORACLE VM SERVICES**

**These Supplemental Public Sector Terms and Conditions ("Terms and Conditions") apply to the Oracle Linux and Oracle VM Services that you order from the Contractor through orders issued pursuant to the OMNIA contract to which these Terms and Conditions are attached and incorporated (the "Contract"). These Terms and Conditions shall take precedence over any conflicting terms in the Contract or any order issued pursuant to the Contract and shall govern Your use of the Oracle Linux/Oracle VM Service Offering(s) ordered from the authorized Oracle reseller or distributor ("Contractor").**

1. **DEFINITIONS**

**1.1** "**Covered Programs**" is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Included Files (available at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-060347.pdf) for which You have ordered Oracle Linux/Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such Oracle Linux/ Oracle VM Service Offering(s).

**1.2** "**Oracle Linux Service Offering(s)" and "Oracle VM Service Offering(s)**" (collectively, "Oracle Linux/Oracle VM Service Offering(s)") refer to Oracle Linux and Oracle VM support services respectively and Oracle Linux/Oracle VM-related Service Offerings(s) as defined under the Oracle Linux and Oracle VM support policies.

**1.3** "**Oracle Linux/Oracle VM Term(s)**" is defined as the duration for which You have acquired the applicable Oracle Linux/Oracle VM Service Offering(s).

**1.4** "**Physical CPU(s)**" is defined as each monolithic integrated circuit responsible for executing a System's Covered Programs. A monolithic integrated circuit with multiple cores or hyperthreading is counted as a single Physical CPU when determining the total number of Physical CPUs in a System.

**1.5** "**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/documentation.

**1.6** "**Supported System(s)**" is defined as a System to which You apply or intend to apply Oracle Linux/Oracle VM Service Offering(s) received from Oracle at the specified service level in Your order, including but not limited to updates, patches, fixes, security alerts, work arounds, configuration, installation assistance (for Oracle VM, Support System(s) includes Oracle VM Manager).

**1.7** "**System(s)**" is defined as the computer on which the Oracle Linux programs and/or Oracle VM Server programs are installed. Where computers/blades are clustered, each computer/blade within the cluster shall be defined as a System. (For purposes of calculating the price of the Oracle VM Service Offering(s), the computers where the Oracle VM Manager programs are installed are not counted).

**1.8** "**You**" and "**Yours**" refers to the individual or entity that has ordered Oracle Linux/Oracle VM Services from Contractor under Your Contract and the order accompanying these Terms and Conditions.

2. **ORACLE LINUX/ORACLE VM SERVICE OFFERING(S)**

2.1 The Oracle Linux/Oracle VM Service Offering(s) are provided at the support level and for the Oracle Linux/Oracle VM Term defined in Your order.

2.2 When ordering Oracle Linux/Oracle VM Service Offering(s) You must comply with the following availability rules:

- Oracle Linux Premier Limited, Oracle Linux Basic Limited, and Oracle VM Premier Limited are available only for Systems with no more than two (2) Physical CPUs per System.
- Oracle Linux Premier, Oracle Linux Basic, Oracle Linux Network, and Oracle VM Premier are available for Systems with any number of Physical CPUs per System.

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2.3 Upon acceptance of Your order, You have the limited right to receive the applicable Oracle Linux/Oracle VM Service Offering(s) solely for Your business operations and subject to the terms of these Terms and Conditions.

2.4 For purposes of Your order, (a) Oracle Linux Service Offering(s) consist of the Oracle Linux support services level You may have ordered for the Oracle Linux programs; and (b) Oracle VM Service Offering(s) consist of the Oracle VM support services level You may have ordered for the Oracle VM programs. If ordered, the Oracle Linux/Oracle VM Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Linux and Oracle VM support policies in effect at the time the Oracle Linux/Oracle VM Service Offering(s) are provided. The Oracle Linux and Oracle VM support policies, which are incorporated in these Terms and Conditions, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Oracle Linux/Oracle VM Service Offering(s) provided during the period for which fees for the Oracle Linux/Oracle VM Service Offering(s) have been paid. Oracle Linux/Oracle VM Service Offering(s) are available for certain Systems, and may be subject to additional restrictions as set forth in the Oracle Linux and Oracle VM support policies. You should review the Oracle Linux and Oracle VM support policies prior to entering into the order for the applicable Oracle Linux/Oracle VM Service Offering(s). You may access the current version of the Oracle Linux and Oracle VM support policies at http://www.oracle.com/us/support/library/enterprise-linux-support-policies-069172.pdf.

2.5 The Oracle Linux/Oracle VM Service Offering(s) are effective upon the effective date of Your order unless otherwise stated in Your order.

2.6 The Oracle Linux/Oracle VM Service Offering(s) provided under these Terms and Conditions are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Oracle Linux/Oracle VM Service Offering(s) under these Terms and Conditions shall be provided under the terms of the appropriate license agreement that You accepted upon downloading and/or installing the Oracle Linux and/or Oracle VM program(s). The Oracle Linux/Oracle VM Service Offering(s) may also include the right to use certain additional software or tools during the Oracle Linux/Oracle VM Term for which fees for Oracle Linux/Oracle VM Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

### 3. INDEMNIFICATION

3.1 Provided You are a current subscriber to the Oracle Linux/Oracle VM Service Offering(s), if a third party makes a claim against You that any Covered Programs furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

a. Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
b. Give Oracle sole control of the defense and any settlement negotiations; and
c. Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

3.2 If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Programs to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to You, terminate Your right to receive indemnification for Your further use of the Covered Programs and refund any unused, prepaid service fees You have paid for the Covered Programs.

3.3 Notwithstanding the above, Oracle will not defend or indemnify You in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) Your distribution of the Covered Programs; (b) Your alteration of the Covered Programs; (c) Your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) Your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Linux and Oracle VM support policies; (e) Your use of the Covered Programs when You were not a subscriber to the Oracle Linux/Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Programs with any products or services not provided by Oracle; or (h) Your claim, lawsuit, or action against a third party. **This section provides Your exclusive remedy from Oracle for any infringement claims or damages, liabilities, costs or expenses.**

### 4. FEES AND TAXES; ORACLE LINUX/ORACLE VM-RELATED SERVICE OFFERING(S)

4.1 For the initial Oracle Linux/Oracle VM Term for which fees are to be paid for the applicable Oracle Linux/Oracle VM Service Offering(s), the fees due will be calculated based upon the number of Systems to be supported that are in existence as of the date of Your order. For the second and all subsequent Oracle Linux/Oracle VM Terms, the fees due will be calculated based on the total number of Systems supported that are in existence as of the first day of the applicable Oracle Linux/Oracle VM Term(s) (e.g., fees calculated for the second term will be based upon the total number of Systems supported that are in existence on the first day of the second term).

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4.2 In addition to the fees for the Oracle Linux/Oracle VM Service Offering(s) specified above, You agree to pay additional fees for the level of Oracle Linux/ Oracle VM Service Offering(s) ordered based on the maximum number of Supported Systems that exist simultaneously at any time during the applicable Oracle Linux/Oracle VM Term and in accordance with the Oracle Linux and Oracle VM support policies for the level of support You are ordering. In the event that You decide to increase the number of Supported Systems, You agree that You will promptly place an order for Oracle Linux/ Oracle VM Service Offering(s) for the increased number of these Supported System(s) and pay the additional required fees.

4.3 You may order a limited number of Oracle Linux/Oracle VM-related Services Offering(s) under these Terms and Conditions, as listed in the Oracle Linux and Oracle VM support policies. For these Oracle Linux/ Oracle VM-related Service Offering(s), the fees due for the Initial Oracle Linux/Oracle VM Term and all subsequent Oracle Linux/Oracle VM Terms will be based on Oracle's then current Oracle Linux and Oracle VM Service Offering(s) pricing policies.

4.4 Once placed, Your order shall be non-cancelable and the sums paid nonrefundable except as provided in these Terms and Conditions.

4.5 Oracle Linux/Oracle VM Service Offering(s) are invoiced in arrears of the Oracle Linux/Oracle VM Service Offering performance; specifically, Oracle Linux/Oracle VM Service Offering(s) fees are invoiced quarterly in arrears. The period of performance for all Oracle Linux/Oracle VM Services Offering(s) is effective upon the effective date of Your order.

## 5 WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

5.1 Oracle warrants that the Oracle Linux/Oracle VM Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Oracle Linux/Oracle VM Service Offering(s) warranty deficiencies within 90 days from performance of the defective Oracle Linux/Oracle VM Service Offering(s).

5.2 **TO THE EXTENT PERMITTED 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.**

5.3 **ORACLE DOES NOT GUARANTEE THAT THE COVERED PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT ORACLE LINUX/ORACLE VM SERVICE OFFERING AND ORACLE WILL REFUND TO CONTRACTOR THE FEES CONTRACTOR PAID TO ORACLE FOR THE DEFICIENT LINUX/ORACLE VM SERVICE OFFERING AND CONTRACTOR WILL, IN TURN, REFUND TO YOU THE FEES YOU PAID THE CONTRACTOR FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING.**

## 6 TERMINATION

6.1 If the Contractor or You breaches a material term of Your order or Your Contract (including these Terms and Conditions) and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for the Oracle Linux/Oracle VM Service Offering(s) received under such order, plus applicable taxes (if any) and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the thirty (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 Your Contract (including these Terms and Conditions), You may not use the Oracle Linux/Oracle Service Offering(s) that are subject to the Contract.

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

## 7 NONDISCLOSURE

7.1 By virtue of Your order and these Terms and Conditions, the Contractor and You may have access to information that is confidential to one another or Oracle ("**Confidential Information**"). You agree to disclose only information that is required for the performance of obligations under Your order. Confidential Information shall be limited to Your Contract (including these Terms and Conditions) with the Contractor and all information clearly identified as confidential at the time of disclosure.

7.2 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.

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7.3 Subject to applicable law, You, the Contractor, and Oracle agree not to disclose the 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. You, the Contractor, and Oracle 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 these Terms and Conditions. Nothing shall prevent either party from disclosing the terms or pricing under the Contract or orders submitted under the Contract in any legal proceeding arising from or in connection with the Contract or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

### 8 ENTIRE AGREEMENT

8.1 You agree that the Contract (including these Terms and Conditions) and the information which is incorporated by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for Oracle Linux/Oracle VM Service Offering(s) ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Oracle Linux/Oracle VM Service Offering(s).

8.2 It is expressly agreed that these Terms and Conditions and Your 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 Oracle Linux/Oracle VM Service Offering(s) ordered. In the event of any inconsistencies between the rest of the Contract and these Terms and Conditions, these Terms and Conditions shall take precedence.

### 9 LIMITATION OF LIABILITY

**ORACLE SHALL NOT 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 YOUR ORACLE LINUX/ORACLE VM SERVICE OFFERING(S) ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO ORACLE, AND IF SUCH DAMAGES RESULT FROM DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING(S), SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID TO ORACLE FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING(S) GIVING RISE TO THE LIABILITY.**

### 10 EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Oracle Linux/Oracle VM Service Offering(s). You agree that such export control laws govern Your use of any Oracle Linux/Oracle VM Service Offering(s) deliverables provided under these Terms and Conditions, 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, program and/or materials resulting from Oracle Linux/Oracle VM Service Offering(s) (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.

### 11 FORCE MAJEURE

With respect to Your order for Oracle Linux/Oracle VM Service Offering(s), neither You, Contractor or Oracle 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. You, Contractor or Oracle will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, You, Contractor or Oracle may cancel unperformed Oracle Linux/Oracle VM Service Offering(s) and affected orders upon written notice. This section does not excuse the obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Oracle Linux/Oracle VM Service Offering(s) ordered or delivered.

### 12 GOVERNING LAW

These Terms and Conditions and Your Oracle Linux/Oracle VM Service Offering(s) order are governed by the laws of Arizona.

### 13 ASSIGNMENT

You may not assign Your order or give or transfer the Oracle Linux/Oracle VM Service Offering(s) or an interest in them to another individual or entity. If You grant a security interest in the Oracle Linux/Oracle VM Service Offering(s), the secured party has no right to use or transfer those Oracle Linux/Oracle VM Service Offering(s).

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## EXHIBIT F

**14 AUDIT**

Upon 45 days written notice, Oracle may audit Your use of the Oracle Linux/Oracle VM Service Offering(s). 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 shall be responsible for paying any underpaid fees related to use of the Oracle Linux/Oracle VM Service Offering(s). Contractor may assign its right to audit your use of the Oracle Linux/Oracle VM Service Offering(s) to Oracle. If the Contractor assigns its right to audit your use of the Oracle Linux/Oracle VM Service Offering(s) to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

**15 SEGMENTATION**

The purchase of Oracle Linux/Oracle VM Service Offering(s) or other service offerings, programs or products through the Contractor are all separate offers and separate from any other order. You understand that You may purchase Oracle Linux/Oracle VM Service Offering(s) or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products. You acknowledge that You have entered into the purchase through the Contractor without reliance on any financing or leasing arrangement with Oracle or its affiliate.

**16 OTHER**

16.1 You understand that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle. You, Contractor and Oracle are responsible for paying their own employees, including employment related taxes and insurance.

16.2 If any term of these Terms and Conditions 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 these Terms and Conditions.

16.3 Oracle Linux/Oracle VM Service Offering(s) 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 Oracle Linux/Oracle VM Service Offering(s) in such applications.

16.4 Oracle is a third party beneficiary of any order placed under these Terms and Conditions, but does not assume any of Contractor's obligations thereunder.

16.5 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.

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**EXHIBIT F**

**~~ORACLE LINUX AND ORACLE VM SERVICES~~ SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX, ORACLE VM AND VERRAZZANO SERVICES v~~190712~~ 012323**

**Effective 03/22/2023**

ORACLE

**SUPPLEMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX, ORACLE VM, AND VERRAZZANO SERVICES**

**These Supplemental Public Sector Terms and Conditions ("Terms and Conditions") apply to the Oracle Linux, Oracle VM, and Verrazzano Services that you order from the Contractor through orders issued pursuant to the OMNIA contract to which these Terms and Conditions are attached and incorporated (the "Contract"). These Terms and Conditions shall take precedence over any conflicting terms in the Contract or any order issued pursuant to the Contract and shall govern Your use of the Oracle Linux/Oracle VM/ Verrazzano Service Offering(s) ordered from the authorized Oracle reseller or distributor ("Contractor").**

1. **DEFINITIONS**

**1.1 "You"** and **"your"** refers to the ordering activity that has ordered services from an authorized distributor ("**Contractor**") under the contract.

**1.2** The term "**contract**" refers to the Contractor's OMNIA contract.

**1.3** The term **"order"** refers to the order placed under the contract inclusive of these terms expressly incorporated herein.

**1.4** "**Covered Programs**" is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Covered Programs (available at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf) for which you have ordered Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such services.

**1.5** "**Oracle Linux Service Offering(s)**", "**Oracle VM Service Offering(s)**", and "**Oracle Verrazzano Service Offering(s)**" refer to Oracle Linux, Oracle VM and Oracle Verrazzano support services respectively as defined under the Oracle Open Source Support Policies.

**1.6** The term **"Service Offering(s)"** means the Oracle Linux Service Offering(s), the Oracle VM Service Offering(s), and the Oracle Verrazzano Service Offering(s).

**1.7** The term **"Program Documentation"** refers to the Program user manual and Program installation manuals. Program Documentations may be delivered with the Oracle Linux, Oracle VM and Oracle Verrazzano Programs. You may access the documentation online at http://oracle.com/documentation.

**1.8** The term **"term"** is defined as the duration for which you have acquired the services.

2. **SERVICE OFFERING(S)**

**2.1** Upon Oracle's acceptance of Your order, You have the limited right to receive the applicable Service Offering(s) solely for Your business operations and subject to the terms of the , including these Terms and Conditions and including the definitions and rules set forth in the order and the Program Documentation.

**2.2** For purposes of the order Service Offering(s) consist of Oracle's technical support services level You may have ordered from Oracle or an authorized reseller for the Service Offering(s) (If ordered, Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Open Source Support Policies in effect at the time the Service Offering(s) are provided. The Oracle Open Source Support Policies, which are incorporated in Your Order, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Service Offering(s) provided during the period for which fees for the Service Offering(s) have been paid. Service Offering(s) are available for certain systems, and may be subject to additional restrictions as set forth in the Oracle Open Source Support Policies. You should review the Oracle Open Source Support Policies prior to entering into the order for the applicable Service Offering(s). You may access the current version of the Oracle Open Source Support Policies at http://www.oracle.com/contracts.

**2.3** The Service Offering(s) are effective upon the effective date of Your order 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.

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**2.4** The Service Offering(s) provided under Your Order are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Service Offering(s) under Your Order shall be provided under the terms of the appropriate license agreement that You accepted upon downloading and/or installing the Oracle Linux, Oracle VM and/or Oracle Verrazzano program(s). The Service Offering(s) may also include the right to use certain additional software or tools during the Support Term for which fees for Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

## 3. ORACLE LINUX AND ORACLE VM INDEMNIFICATION

**3.1** Provided You are a current subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), if a third party makes a claim against you, including the U.S. Government, and its officers, employees and agents, that any covered programs furnished by Oracle, You for Your business operations infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following: Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);

a. Give Oracle sole control of the defense and any settlement negotiations; and
b. Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.
c. Notify Oracle promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);

**3.2** If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Programs 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, then Oracle may, upon 30 days notice to you terminate your right to receive indemnification for your further use of the Covered Programs specified, and refund any unused, prepaid service fees You have paid for the Covered Programs.

**3.3** Notwithstanding the above, Oracle will not defend or indemnify you in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) your distribution of the Covered Programs; (b) your alteration of the Covered Programs; (c) your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Open Source Support Policies; (e) your use of the Covered Programs when you were not a subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle (g) the combination of any Covered Programs with any products or services not provided by Oracle; (h) your claim, lawsuit, or action against a third party. For avoidance of doubt, this section specifically excludes, and no indemnification is provided for, the Verrazzano programs. **This section provides Your exclusive remedy from Oracle for any infringement claims or damages, liabilities, costs or expenses.**

## 4. FEES AND TAXES

**4.1** Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in Your order. Service Offering(s) fees are invoiced in arrears of the performance of the Service Offering(s); specifically, Service Offering(s) fees are invoiced quarterly in arrears. The period of performance for all Services Offering(s) is effective upon the effective date of Your order.

**4.2** You agree and acknowledge that You have not relied on the future availability of any services, programs or updates in executing Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver services that You have ordered per the terms of these Terms and Conditions.

## 5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

**For the sake of clarity, this is the Oracle warranty; nevertheless, it shall be accessed by you through the Contractor.**

**5.1** Oracle warrants that the Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Service Offering(s) warranty deficiencies within 90 days from performance of the defective services.

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**5.2 TO THE EXTENT PERMITTED 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.**

**5.3 ORACLE DOES NOT GUARANTEE THAT ANY PROGRAMS ASSOCIATED WITH THE SERVICE OFFERING(S) (INCLUDING BUT NOT LIMITED TO THE ORACLE LINUX, ORACLE VM, OR ORACLE VERRAZZANO PROGRAMS) WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

**5.4 FOR ANY BREACH OF THE ABOVE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICE OFFERING(S) PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICE OFFERING(S) AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICE OFFERING(S).**

## 6. TERMINATION

**6.1** If the Contractor or You breaches a material term of Your order or Your Contract (including these Terms and Conditions) and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for the Service Offering(s) received under such order, plus applicable taxes (if any) and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the thirty (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 Your Contract (including these Terms and Conditions), You may not use the Service Offering(s) that are subject to the Contract.

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

## 7 NONDISCLOSURE

**7.1** By virtue of your order, Oracle and you 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 your order and these Terms and Conditions. Confidential Information shall be limited to the terms and pricing under these Terms and Conditions and all information clearly identified as confidential at the time of disclosure.

**7.2** 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.

**7.3** Subject to applicable law, You, the Contractor, and Oracle agree not to disclose the 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. You, the Contractor, and Oracle 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 these Terms and Conditions. Nothing shall prevent either party from disclosing the terms or pricing under the Contract or orders submitted under the Contract in any legal proceeding arising from or in connection with the Contract or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

## 8 ENTIRE AGREEMENT

**8.1** You agree that the Contract (including these Terms and Conditions) and the information which is incorporated by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for Service Offering(s) ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Service Offering(s).

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**8.2** It is expressly agreed that these Terms and Conditions and any Oracle terms distributed to you by Contractor and expressly included in your 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 Service Offering(s) ordered. In the event of any inconsistencies between the rest of the Contract and these Terms and Condition, these Terms and Conditions shall take precedence. These terms may not be modified and the rights and restrictions may not be altered or waived except in writing signed by authorized representatives of You and the Contractor. Any notice required under theses terms and conditions shall be provided to the other party in writing.

## 9 LIMITATION OF LIABILITY

**NEITHER YOU NOR ORACLE NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S AND ITS AFFILIATES' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE STCS OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID TO ORACLE UNDER THE ORDER, AND IF SUCH DAMAGES RESULT FROM SERVICE OFFERING(S), SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID TO ORACLE UNDER SUCH ORDER FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY. THIS SECTION SHALL NOT BE CONSTRUED TO LIMIT ORACLE'S INDEMNIFICATION OBLIGATION OR YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIMS OR DAMAGES, LIABILITIES, COSTS OR EXPENSES UNDER SECTION 3 (ORACLE LINUX AND ORACLE VM INDEMNIFICATION ) ABOVE.**

## 10 EXPORT

Export laws and regulations of the United States and any other relevant local export laws may apply to the Service Offering(s). You agree that such export control laws govern your use of any Service Offering(s) deliverable provided under the contract, 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, program, and/or materials resulting from Service Offering(s) (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, biological weapons proliferation, or development of missile technology.

## 11 FORCE MAJEURE

Oracle shall not 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 Oracle; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of Oracle. Oracle will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, you will terminate for convenience the contract unless the parties agree otherwise in writing. This section does not excuse Oracle's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for Service Offering(s) ordered or delivered.

## 12 GOVERNING LAW

These Terms and Conditions and Your Oracle Linux/Oracle VM Service Offering(s) order are governed by the laws of Arizona.

## 13 ASSIGNMENT

You may not assign orders or give or transfer the Service Offering(s) or an interest in them to another individual or entity. If you grant a security interest in the Service Offering(s) , the secured party has no right to use or transfer those Service Offering(s) and if You decide to finance Your acquisition of any Service Offering(s), 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.

## 14 AUDIT

Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Oracle may audit your use of the services. 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. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing

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any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for either a) paying any underpaid fees related to use of the services and Oracle or the Contractor, as the case may be, shall submit a contract modification to document the amount of such fees, or b) for discontinuing noncompliant use. Oracle shall not be responsible for any costs incurred by you in cooperating with the audit. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the Nondisclosure provision of these Terms and Conditions.

**15 SEGMENTATION**

The purchase of Service Offering(s) or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Service Offering(s) or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products by Oracle.

**16 OTHER**

**16.1** Oracle is an independent contractor and you agree that no partnership, joint venture, or agency relationship exists between you and Oracle or between Contractor and Oracle. Each party will be responsible for paying its own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendors' 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..

**16.2** If any term of these Terms and Conditions 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 these Terms and Conditions.

**16.3** The Service Offering(s) 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 Oracle Linux/Oracle VM Service Offering(s) in such applications.

**16.4** Oracle is a third party beneficiary of any order placed under these Terms and Conditions, but does not assume any of
Contractor's obligations thereunder..

**16.5** 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.

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# 180233 EXHIBIT ~~F~~ G

## OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.

2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): (www.gsa.gov).

2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.

2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.

3.0 Commercial air travel shall be reimbursed as follows:

3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.

3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.

3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.

4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.

4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase this coverage.

4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)

4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.

4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.

4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.

5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

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fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

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## EXHIBIT H
## RESELLER PURCHASE AND INVOICE PROCESS

If the County or Participating Public Agencies use the following authorized reseller, they shall receive a quote based on the County pricing structure. Note: Any reference to a "Valid Quote from Mythics required" shall also apply to the authorized reseller. The County or Participating Public Agencies issued PO shall reference the terms and conditions of the County contract which is inclusive of the Oracle License Definitions and Rules, Cloud Services Terms and Conditions, and Manufacturer's Statement of Terms of Hardware.

The authorized reseller shall invoice the County or Participating Public Agencies based on the amount of the quote and collect payment per the terms of the PO. The Contractor shall invoice the authorized reseller for the amount of the Contractor quote and confirm the amount of the payment from the County or Participating Public Agencies for reporting.

The details of the partnership agreement between the Contractor and authorized reseller shall be outlined in a separate document.

The only authorized reseller under the contract is the following.

The Florida State University Board of Trustees, acting for and on behalf of the
Northwest Regional Data Center (NWRDC)
2048 East Paul Dirac Drive
Tallahassee, FL 32310

Contact (Invoices):
Julie Cunningham, Asst. Director, Financial Services
Email: julia_cunningham@nwrdc.fsu.edu
Phone #: (850) 644-1124

We have read, understand and will comply with the terms of the above reseller purchase and invoice process. In addition, FSU acknowledges and permits NWRDC to serve as the reseller identified in the attached Mythics OMNIA Partners Contract 180233-002 Agent Addendum.

DocuSigned by:
James Clark
James Clark
Florida State University Board of Trustees

Provost & Executive Vice President
Title

10/21/2022 | 10:27 PM EDT
Date

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We have read, understand and will comply with the terms of the above reseller purchase and invoice process.

DocuSigned by:

Tim Brown
Northwest Regional Data Center

Assistant Vice President for ITS: NWRDC and FLVC
Title

10/17/2022 | 7:42 PM EDT
Date

We have read, understand and will comply with the terms of the above reseller purchase and invoice process. We also acknowledge and approve the use of the authorized reseller under the contract.

DocuSigned by:
Deonte J. Watters

Deonte Watters
Mythics, Inc.

Vice President, Contracts
Title

10/17/2022 | 3:44 PM PDT
Date

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## Exhibit I – Professional Services Terms and Conditions

**Note: The terms and conditions contained herein only apply to the clients or customers of Mythics who procure professional services under this contract. These terms and conditions do not apply to Maricopa County.**

**Warranty** – Mythics warrants that the services will be provided in a professional manner consistent with industry standards. Client must notify Mythics of any warranty deficiencies within ninety (90) calendar days from performance of the services.

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. FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND MYTHICS' ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF MYTHICS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES.

**Standard of Conduct** - In rendering services under this Agreement, Mythics shall conform to the highest professional standards of work and business ethics. Mythics shall not use time, materials, or equipment of the Client without the prior written consent of the Client.

**Payment Terms** - All payments from Client to Mythics are due in full within thirty (30) days after receipt of a valid invoice. If any portion of a bill has not been paid, except for items disputed by the Client, within the sixty (60) day period, interest at the rate of twelve percent (12%) per annum, compounded monthly, of all owed amounts, shall automatically be added to the amount owed. If any balance remains outstanding seventy-five (75) days following the date of the invoice, Mythics may terminate this Agreement or any portion thereof. Termination of this Agreement or any portion thereof pursuant to this provision shall not release Client from any of its obligations hereunder.

**Indemnification** - Mythics covenants to fully indemnify, save and hold harmless Client, its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with services or products provided by Mythics under this agreement which may be attributed to negligence by Mythics.

**Intellectual Property Rights** - All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to the Client by Mythics in connection with the services



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rendered under this Agreement shall belong exclusively to the Client and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Mythics hereby assigns to the Client the ownership of copyright or mask work in the Deliverable Items, and the Client shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Mythics agrees to give the Client or its designees all assistance reasonably required to perfect such rights.

Notwithstanding the foregoing, Client acknowledges that, as part of performing the Services, Mythics may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques that have been originated or developed by Mythics or that have been purchased by or licensed to Mythics (collectively, the "Mythics' Proprietary Materials"), including enhancements, modifications or additions that have been developed while Mythics has been performing the Services under this Agreement. Mythics grants the Client a perpetual, non-exclusive, worldwide, non-transferable license to use Mythics' Proprietary Materials in connection with the Deliverables or the Services. Client agrees that Mythics shall retain sole and exclusive right, title and interest in and to Mythics' Proprietary Materials.

**IP Indemnification** - If a third party makes a claim against you ("Recipient"), that any information, design, specification, instruction, software, data, or material ("Material") furnished by Mythics ("Provider"), and used by the Recipient infringes its intellectual property rights, the Provider, at its 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:

Notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice the claim, (or sooner if required by applicable law);

gives the Provider sole control of the defense and any settlement negotiations; and

gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

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 any unused, prepaid technical support fees you have paid for the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim



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could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. 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. Mythics will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Mythics. Mythics 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 this agreement would not otherwise infringe any third-party intellectual property rights. Mythics will not indemnify you for any claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

**Limitation of Liability** - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, DATA, USE, OR SAVINGS) INCURRED BY EITHER PARTY, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. MYTHICS' TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

**Confidential Information** - In performing consulting services under this Agreement, Mythics may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Client. Mythics agrees that Mythics will not, and Mythics' employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Client, or disclose such Confidential Information without the written authorization of the President of the Client, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

"Confidential Information" means information, not generally known, and proprietary to the Client or to a third party for whom the Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Client, any vendor names, client and supplier lists, databases, management systems and sales and marketing plans of the Client, any confidential secret development or research work of the Client, or any other confidential information or proprietary aspects of the business of the Client. All information which Mythics

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acquires or becomes acquainted with during the period of this Agreement, whether developed by Mythics or by others, which Mythics has a reasonable basis to believe to be Confidential Information, or which is treated by the Client as being Confidential Information, shall be presumed to be Confidential Information.

**Non-Solicitation** – To the extent permitted by law, it is expressly agreed that neither Party will directly solicit, hire, consult, or otherwise contract with any employee(s) of the other Party who are associated with the investigation / marketing efforts and subsequent proposals, and/or contract/subcontract efforts called for under this Agreement during the course of this Agreement for a period of one (1) year thereafter without prior written consent of the other Party. This shall not prohibit one Party from hiring any employee of the other Party who responds to (i) routine employment solicitations, or open house or job fair events, or (ii) widely distributed announcements of job openings.

**Disputes** – Disputes under this agreement shall be referred to the appropriate Client president, or their designee, and Mythics' president, or their designee, thirty (30) days before either party may commence formal proceedings; provided however, that this provision shall not restrain either party from seeking injunctive or equitable relief.

When seeking to resolve a dispute, the party's designated executives shall consider the types and impacts of the disputed matters, the effect of the dispute on the Program and Client's success as awardee, the cost to both parties of resolving the dispute and the practical effects on the business of each party resulting from the resolution or failure to resolve any such dispute.

In the event that the designated executives are unable to resolve a dispute in the required time or longer, if extended by the mutual agreement of the parties, either party may then submit the matter for formal proceedings which may include litigation or alternate dispute resolution.

Unless otherwise agreed to at the Order level, in the event litigation is necessary to enforce any provision of or resolve any dispute arising out of this Agreement, the Parties agree that any proceeding relating to or arising from the Agreement shall be heard and litigated exclusively in a state or federal court located in the County or City of Virginia Beach, Commonwealth of Virginia. Each party hereto consents to the personal jurisdiction in any such action brought in any such court, consents to service of process by registered mail upon each party's designated legal counsel and waives any objection to venue in any such courts and any claim that any such court is an inconvenient forum. During this process, each party will continue performing its obligations under this agreement.

**Governing Law** - Unless otherwise agreed to at the Order level, this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to such State's principles of conflicts of laws and the laws of the United States of America. Any claim or cause of action arising out of or connected with this Agreement shall be brought



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exclusively in the Circuit Court of the City of Virginia Beach, Virginia or in the Federal Court in the Eastern District of Virginia, Norfolk Division. The parties' consent to submit to the personal jurisdiction of such courts and waive any and all objections to such jurisdiction and venue.

**Modification** - No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

**Force Majeure** - Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics, pandemics and unusually severe weather conditions; or other causes which do not result from the fault or negligence of such party.



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# EXHIBIT I

## Mythics Professional and Modernization Services Terms and Conditions

***NOTE: The terms and conditions contained herein shall only apply to any member and participating entity of the US Communities Cooperative who is procuring professional or modernization services from Mythics, LLC. Nothing in these terms shall apply to any member or participating entity who is ordering Oracle products. These terms and conditions do not apply to Maricopa County.**

### Article I – Services

1. **Statements of Work.** Subject to the terms and conditions of this Agreement, Mythics shall perform the services and/or provide the deliverables specified in one or more Statements of Work that Mythics and Client may enter into from time to time during the Term (each a "Statement of Work" or "SOW"). Each Statement of Work shall specify:
    a. the professional services Mythics will provide to the Client under such Statement of Work (the "Services");
    b. the components of the Client Systems for which Mythics will provide such Services, (Mythics-Managed Systems);
    c. the deliverables (if any) that Mythics will provide in connection with such Services;
    d. the fees and costs for Mythics' provision of such Services; and
    e. such other elements as the Parties determine are necessary or advisable for purposes of the Statement of Work.
2. **Binding Nature of Statements of Work.** No Statement of Work shall be effective unless and until executed by both Mythics and the Client. Each fully executed Statement of Work shall be incorporated into this Agreement and subject to its terms and conditions for all purposes. Any executed Statement(s) of Work shall be numbered (or otherwise uniquely identified) and attached to this Agreement.
3. **Remote Delivery.** Unless otherwise provided in the applicable Statement of Work, Mythics shall provide the Services via a remote delivery model, and Mythics' personnel will not physically be located on premises controlled by the Client or its Third-Party vendors.
4. **Service Recipients.** The Services to be provided by Mythics, as detailed in the applicable Statement of Work, shall be exclusively received by and for the internal use of the Client.

    Under limited circumstances, Affiliates of Client shall also be entitled to receive the Services, provided (i) that the applicable Statement of Work identifies the Client Affiliate(s) who will benefit from the Services; (ii) that each such Affiliate shall be bound by all obligations contained in the applicable Statement of Work, as though they were the Client; and (iii) that the Client remains fully liable and responsible for the acts or omissions of such Affiliates, to the same extent as if the Client itself had committed the act or made the omission under this Agreement.

    There shall be no Third-Party Beneficiaries to the terms and conditions of this Agreement, or the Services outlined in the applicable Statement of Work.
5. **Non-Transferability.** All Services are intended for the Client named and identified in the Statement of Work and shall not be transferred for the benefit of another Party, either in totality or in part.
6. **Excluded Services.** The Client is not entitled to any services or work by Mythics under this Agreement other than the Services identified in the applicable Statement of Work. By way of example and not limitation, Mythics shall not be responsible for the work outlined in the Excluded Services section of the Statement of Work, unless expressly agreed to in the applicable Statement of Work or via a fully executed and incorporated Change Order.

### Article II – Personnel

1. **Selection or Removal of Personnel.** Mythics shall control the composition of the personnel team that perform Services under this Agreement, and the Client is not entitled to select specific individuals to perform Services, or to specify that individuals within particular labor categories perform particular

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Services. Notwithstanding the previous sentence, the Client shall be entitled, for cause, to object individuals assigned to its account and, on good cause shown, Mythics shall remove such individual and assign a new team member in the removed individual's place.

2. **Non-Discrimination.** Mythics shall not discriminate against any employee or applicant for employment based upon sex, race, national origin, religion, color, pregnancy, ancestry, age, marital status, veteran status, medical condition or disability, or any other legally protected basis. Mythics shall not discriminate on such bases in any terms and conditions of employment, including, but not limited to, hiring, employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other compensation, and selection for training, including apprenticeship.

3. **Background Checks.** Mythics complies with laws and regulations pertaining to permitted criminal and other background investigations and screening (collectively, "**background screening**") and the permitted uses of the findings of such background screening. Mythics may itself conduct pre-hiring background screening with respect to certain employment positions. If the Client requires background screening of Mythics' employees or subcontractors, for whom such requested background screening has not already been performed by Mythics, Mythics will conduct such background screening (consistent with applicable law) and the costs of such screening shall constitute Reimbursable Expenses. Mythics will provide the results of the background screening to Client, if requested and if permitted by applicable law. Mythics will not include on the Client's account individuals who have not passed background screening requirements appropriate for the position at issue.

4. **Drug Screening.** Mythics' personnel are all subject to Drug Screening at the time of hire and/or as may be required to enforce its Drug Free Workplace policy. Mythics adheres to the then current standards for Department of Transportation drug testing. Should additional drug screening be required as part of the Statement of Work, Client shall provide such requirements to Mythics prior to the execution of the Statement of Work and Client shall be responsible for the costs associated with any additional drug screenings.

5. **Non-Solicitation.** To the fullest extent permitted by law, it is expressly agreed that neither Party will directly solicit, hire, consult, or otherwise contract with any employee(s) of the other Party who are associated with the investigation / marketing efforts and subsequent proposals, and/or contract/subcontract efforts called for under this Agreement during the course of this Agreement and for a period of one (1) year thereafter without prior written consent of the other Party. This shall not prohibit one Party from hiring any employee of the other Party who responds to (i) routine employment solicitations, or open house or job fair events, (ii) widely distributed announcements of job openings or (iii) an employee search firm acting on such party's behalf, so long as the party did not direct or encourage such firm to solicit employees of the other party.

6. **Subcontractors.** Mythics may utilize subcontractors in the performance of Services. Any subcontractors will be bound by confidentiality obligations no less restrictive than those contained herein. Mythics shall remain responsible for the performance of the Services under the applicable Statement of Work, as well as any subcontractors performing the Services on Mythics' behalf.

## Article III – Compensation

1. **Fees.** The Client shall pay to Mythics the fees specified in each Statement of work (collectively, "**Fees**").

2. **Invoices.** Unless otherwise specified in a Statement of Work, Mythics shall submit invoices for Fees on a monthly basis, and each invoice shall include the applicable Statement of Work number, the nature of the Services provided, and the period of covered by the invoice. Invoices for Hourly Fees shall include time sheets specifying daily hours for each week, and Mythics shall associate invoiced hours with the tasks specified in the applicable Statement of Work.

3. **Payment Terms.** Unless otherwise specified in a Statement of Work, all payments from Client to Mythics are due in full within thirty (30) days after receipt of a valid invoice. If Client wishes to dispute any invoice or portion of any invoice, the Client must notify Mythics in writing within thirty (30) calendar days of receipt of Mythics' invoice, and the written notice must contain (i) the amount disputed, and (ii) sufficient explanation as to the reason for disputing the invoice, such as to allow Mythics to provide a response to the dispute or to correct any issues in a timely fashion. The Parties shall negotiate in good faith to resolve any disputed invoices or portions thereof in an expeditious manner. Any portion of an invoice that is not disputed shall be paid in full in accordance with the terms herein. If any portion of a bill has not been paid, except for items disputed by the Client, within the sixty (60) day period, interest at the rate of 6% per

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annum, compounded monthly, of all owed amounts, shall automatically be added to the amount owed. If any balance remains outstanding seventy- five (75) days following the date of the invoice, Mythics may terminate this Agreement or any portion thereof. Termination of this Agreement or any portion thereof pursuant to this provision shall not release Client from any of its obligations hereunder. If it becomes necessary for Mythics to pursue any debts owed, Mythics shall be entitled to the recovery of any costs related to collections efforts on any outstanding debts; including, but not limited to, collections fees, legal costs, reasonable attorney's fees, court costs, and any costs associated with enforcing a judgement.

Client shall confirm via telephone conversation with the appropriate accounts receivable point of contact any changes to routing, banking or other payment-related information. Client shall be solely responsible for ensuring all payments are received by Mythics as required herein.

All payment or invoice inquiries should be directed to the following points of contact:

| | |
|---|---|
| **Mythics, Inc.** | **Client Name** |
| Accounts Receivable | Accounts Payable |
| 4525 Main Street, Suite 1500 | Street Address |
| Virginia Beach, Virginia 23462 | City, State ZIP |
| Attn: Accounts Receivable | Attn: |
| Telephone: 757-412-4362 | Telephone: |
| Facsimile: 757-963-6198 | Facsimile: |
| Email: Invoicingteam@mythics.com | Email: |

## Article IV – Confidentiality, Indemnity and Limitation of Liability

1. **Confidentiality.** In performing consulting services under this Agreement, Mythics may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Client. Mythics agrees that Mythics will not, and Mythics' employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Client, or disclose such Confidential Information without the written authorization of the President of the Client, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

   "Confidential Information" means information, not generally known, and proprietary to the Client or to a third party for whom the Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Client, any vendor names, client and supplier lists, databases, management systems and sales and marketing plans of the Client, any confidential secret development or research work of the Client, or any other confidential information or proprietary aspects of the business of the Client. All information which Mythics acquires or becomes acquainted with during the period of this Agreement, whether developed by Mythics or by others, which Mythics has a reasonable basis to believe to be Confidential Information, or which is treated by the Client as being Confidential Information, shall be presumed to be Confidential Information.

2. **Indemnification.** Mythics covenants to fully indemnify, save and hold harmless Client, its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands and actions brought by a third party of any kind on account of 1) personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or 2) property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with services or products provided by Mythics under this agreement which may be attributed to negligence or willful misconduct by Mythics.

   In the event an indemnifiable event arises, the Indemnitee shall do the following:

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a. Notifies Mythics promptly in writing, as soon as practicable, but not later than 30 days after the Indemnitee receives notice the claim, (or sooner if required by applicable law);

b. gives the Mythics sole control of the defense and any settlement negotiations; and

c. gives the Mythics the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the aforementioned requirements are not met, and such action or inaction on the part of the Indemnitee unreasonably hinders or harms Mythics' ability to adequately defend against such claims, Mythics shall be alleviated from its indemnification obligations and the Indemnitee(s) shall have waived there right to seek such Indemnification. Client may, at any time and for any reason, elect to retain counsel and participate in the defense at its own expense.

3. **Intellectual Property Indemnification.** If a third party makes a claim against you ("Recipient"), that any information, design, specification, instruction, software, data, or material ("Material") furnished by Mythics ("Provider"), and used by the Recipient infringes its intellectual property rights, the Provider, at its 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 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.

   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 any unused, prepaid technical support fees you have paid for the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. 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. Mythics will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Mythics. Mythics 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 this agreement would not otherwise infringe any third-party intellectual property rights. Mythics will not indemnify you for any claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

4. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, DATA, USE, OR SAVINGS) INCURRED BY EITHER PARTY, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A VIOLATION OF THE CONFIDENTIAL INFORMATION SECTION BELOW, MYTHICS' TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

**Article V – Representations and Warranty**

1. **Representations.** Mythics hereby represents it is a business appropriately registered and in good standing in the applicable jurisdiction and has not been disbarred, recommended for disbarment or otherwise subject to any disciplinary action that would prevent Mythics from fulfilling its obligations under this Agreement.

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Mythics has also not previously assumed any obligation(s) inconsistent with those undertaken by Mythics pursuant to this Agreement.

2. **Warranty.** In rendering services under this Agreement, Mythics' work shall be performed in a good and workmanlike manner by fully qualified personnel, in conformance with the applicable Statement of Work, and in accordance with generally accepted industry standards. Any deliverables shall conform in material respect to the applicable Statement of Work, and deliverables shall not knowingly contain viruses, worms, trojan horses, or other destructive or malicious devices or codes. Mythics shall not use time, materials, or equipment of the Client without the prior written consent of the Client. For the avoidance of doubt, a fully executed Statement of Work shall constitute the necessary consent of the client to use time, materials or equipment of the Client in accordance with the applicable Statement of Work.

   THIS WARRANTY IS EXCLUSIVE AND MYTHICS MAKES NO WARRANTIES (AND EXPRESSLY DISCLAIM ANY AND ALL SUCH WARRANTIES), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND MYTHICS ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF MYTHICS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES.

## Article VI – Performance Conditions

1. **Client Obligations**. In order to deliver the Services in accordance with the applicable Statement of Work, Mythics necessarily relies on the client for full and timely cooperation, support and information. As such, this section sets forth the Client's obligations in that regard. Additional obligations may be identified in the applicable Statement of Work, if deemed necessary or appropriate by Mythics. Any failure by Client to fulfill the obligations set forth in this provision may result in the need for a Change Order, due to increased cost or time necessary to perform the Services in the applicable Statement of Work, or as provided for in the terms of this Agreement, termination of the Services.

   a. Client shall be responsible for the cost of obtaining any necessary background checks or clearances for Mythics personnel.

   b. Client shall provide Mythics access to the business, client, and technical information and facilities necessary to perform its contractual obligations.

   c. Client shall be responsible for coordinating with other organizations, contractors, and/or Third-Party Vendors to obtain any necessary information in a commercially reasonable time in order to prevent delays in Mythics' performance.

   d. Client shall ensure appropriate personnel are available in a timely manner to meet with Mythics, as necessary, to allow Services to be performed in accordance with the applicable Statement of Work or to address any matters of concern.

   e. Unless otherwise addressed in the Statement of Work, Client shall ensure that all relevant in scope Client Systems are up to date with patching and are on the most recent patching cycle at the time of project commencement.

   f. Client shall allow Mythics to install and have full access to the Client Systems' tools necessary for fulfillment of the Services.

   g. Client shall provide Mythics with the IT resources necessary to install, configure, and run the automation tools necessary to perform the Services.

   h. Client shall provide Mythics with detailed and current change management policies and procedures, in a commercially reasonable amount of time prior to the commencement of any Services, to allow for full review and compliance.

   i. Client shall be responsible for all negotiations with hardware, software, or other vendors, or any other contractual relationship between the Client and Third Parties. Mythics, at the request of Client, may provide suggestions regarding optimal product or vendor selection.

   j. Client shall, during the term of this agreement, be responsible for Client IT infrastructure, including its physical hardware, network connectivity, and on-premises and cloud based

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environments, and shall ensure that equipment within the Client IT infrastructure (i) originates from an authorized source, and is not counterfeit or otherwise adulterated; (ii) is supported by the Third Party vendor of such equipment; (iii) is stored and maintained in an appropriate physical location that meets such vendor's guidelines; and (iv) remains free from environmental influences and conditions that may hinder or impair performance.

k. Client shall, during the term of this Agreement, ensure that Client Software (i) originates from an authorized source and is not counterfeit or otherwise adulterated; (ii) is properly licensed or the subject of a current subscription agreement; and (iii) remains supported by its vendor and has not been deprecated.

l. Client shall ensure that the Client Systems are protected by information security controls consistent with good practice and applicable law, including (i) a licensed, up to date and vendor supported (a) server based antivirus solution that covers servers, desktops, notebooks/laptops, email and all other relevant components of the Client Systems; (b) server based backup solution that can be monitored and that will send notifications on job failures and successes; and (c) hardware firewall between the Client's internal network and the Internet; (ii) secure encryption of wireless data traffic in the Client environment; and (iii) other requisite physical, technical and administrative controls.

m. Client shall, in accordance with good practice, maintain requisite Client IT Services other than those provided by Mythics in connection with the Services detailed in the Statement of Work.

n. Unless otherwise provided for in the applicable Statement of Work, Client shall be responsible for testing and installing necessary updates (and upgrades) to the Client Systems in accordance with good practice.

o. Client shall be solely responsible for the content of all data and information the Client, or its Third-Party vendors, post to the Client Systems.

p. Client shall bear the costs associated with the fulfillment of its responsibilities under this section, unless otherwise provided for in the applicable Statement of Work.

q. Client shall be responsible for obtaining and maintaining the necessary insurance policies to cover all its Client owned hardware, software and systems, Property, Personnel and Premises, and any Third Party owned equipment contractually requiring such coverage.

r. Client shall ensure that it complies with the requirements and restrictions set forth in the Portal Use and Conditions section in this Agreement.

2. **Change Orders.** The Parties recognize that various factors may warrant a request by a Party for a proposed change in the nature or scope the Services or in the nature or components of the Client Systems (each such requested change, a "**Proposed Change Order**").

Client shall be entitled, at any time and in its discretion, to request a Proposed Change Order with respect to the then-current Services and/or the then-current Client Systems. Upon receipt of a request for a Proposed Change Order, Mythics shall promptly prepare and present a Proposed Change Order to the Client that will include the proposed amount of any necessary increase (or decrease) in the cost of performance resulting from the requested change; and any other material impacts on its performance under the applicable Statement of Work.

Mythics shall be entitled to submit, as may be necessary or desirable, Proposed Change Orders to address a failure by the Client to meet its obligations as outlined in this Agreement or in the applicable Statement of work; inaccuracies in an Initial Systems-Identification; or other good and sufficient cause. In its Proposed Change Order, Mythics shall identify the reasons for its proposal, and the Fees associated with the change in Services or Client Systems.

Promptly upon submission of a Proposed Change Order, the Parties shall meet to negotiate in good faith a resolution to the issues presented in the Proposed Change Order, including equitable adjustments (either increases or decreases) in applicable Fees. Upon mutual acceptance of a Proposed Change Order (as submitted or as may be revised during the good faith negotiations), the Parties shall execute a formal change order reflecting the subject matter and conditions of their negotiations (each a "**Change Order**") and attach it to the applicable Statement of Work. Upon execution, the services specified in the Change Order shall be deemed to be "Services" under the applicable Statement of Work.

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A failure to agree upon a Proposed Change Order submitted by the Client shall relieve Mythics from proceeding in performance of the Client's Proposed Change Order. A failure to agree upon a Proposed Change Order submitted by Mythics, or on a modification required by a Change in Law, shall, upon good cause shown, relieve Mythics from continuing to provide the affected Service; provided any associated Fees are equitably reduced to account for the reduction in Services, and Mythics shall reflect such reduction in subsequent invoices for the affected Service.

3. **Stop Work Orders.** Client may, at any time, by delivery of a written Stop Work Order to Mythics, require Mythics to stop any or all of the Work, for thirty (30) calendar days after the Stop Work Order is delivered to Mythics, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Mythics will immediately comply with its terms and take reasonable steps to minimize the costs incurred to Client during the applicable Stop Work period. Within thirty (30) calendar days after a Stop Work Order is delivered to Mythics, or within any mutually agreed extension of that period, Client will either cancel the Stop Work Order or terminate the Work, as provided in the Termination clause herein. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Mythics will resume Work. Upon resumption of work, Mythics shall not be required to assign the same personnel to the project. Additionally, Client shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, if a. the Stop Work Order increased Mythics' costs or the time required for performance; and b. Mythics asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the applicable Stop Work period. If a Stop Work Order is not cancelled and the Work covered by the Stop Work Order is terminated other than for cause, Client shall allow Mythics to invoice for reasonable costs resulting from the Stop Work Order.

4. **Deliverables.** If applicable, Mythics shall prepare and provide to Client the reports, documentation, system configurations, root cause analyses, and other materials and/or information as identified in the applicable Statement of Work for delivery by Mythics to the Client (each a "**Deliverable**"). For the sake of clarity, any Statement of Work billed on a Time and Materials ("T&M") basis, shall not include any Deliverables unless expressly identified and agreed to in the applicable Statement of Work.

    a. **Form of Deliverables.** Deliverables will be provided in English, formatted per Mythics' guidelines, substantially free of errors, and at a level of detail that is good and sufficient for a person with technical proficiency in the target technology.

    b. **Acceptance of Deliverables**. For a period of ten (10) business days after delivery, or such longer period as may be provided under the applicable Statement of Work (the "**Evaluation Period**"), the Client shall be entitled to review and test a Deliverable to determine whether it complies with such Statement of Work (the "**Acceptance Criteria**"). If the Deliverable meets the Acceptance Criteria in material respects, the Client shall accept the Deliverable and notify Mythics accordingly. If Client does not provide a response to Mythics' by the end of the Evaluation Period, the deliverable shall be deemed accepted. If the Deliverable does not comply with Acceptance Criteria in material respects, the Client shall notify Mythics during the Evaluation Period, and provide information and assistance to demonstrate the non-compliance. Mythics shall then remedy the non-compliance, at no additional charge. If the Client does not so notify Mythics during the Evaluation Period of the non-conformance, the Deliverable shall be deemed accepted.

5. **Intellectual Property Rights.**

    a. **To Client.** Subject to the terms and conditions of this Agreement, Mythics hereby grants to Client, under Mythics' Intellectual Property Rights and during and after the Term, a non-exclusive, sublicensable, transferable, irrevocable, perpetual, paid-up, worldwide right and license to copy, distribute, modify, perform, use, and otherwise exploit any Deliverables.

    b. **To Mythics.** Subject to the terms and conditions of this Agreement, Client hereby grants to Mythics, during the Term only, a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Client Data and Mythics-Managed Systems, solely for the purpose of fulfilling its obligations to the Client under this Agreement, and for no other purpose.

    c. **Ownership Rights.** Except for the rights expressly granted under this Article, each Party retains sole ownership and control of its intellectual property rights, including, without limitation, to any proprietary software or methodologies. To the extent the Client provides Mythics feedback, enhancement requests, recommendations, or other information that is generally applicable to managed services, Mythics shall have a paid-up license during and after the Term to use such information in connection with its managed services.

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6. **Portal Use and Conditions.** If the Services outlined in the applicable Statement of Work require the Client to use Mythics' Managed Services Portal, the Client shall comply with this provision. The Managed Services Portal (also referred to as the "Client Portal", "CMP software" or "software"), is a proprietary technology (patent pending) leveraged in the provision of the Services and is provided to customer on an "AS IS" basis. Mythics grants to Client a non-exclusive, non-sublicensable, non-transferable, limited license to use the software. Mythics shall retain all rights to the software. By utilizing the software, Client agrees that it will not engage in, or allow any party to engage in, any reverse engineering or reconfiguration of the software. Additionally, Client agrees that it will only use the software for its intended purpose and any violation of this provision shall constitute a material breach of Client's obligations under this Agreement and may result in Mythics disabling Client's access to the software and/or termination of this Agreement in whole or in part. As the software is being offered on an "AS IS" basis, Mythics makes no other warranties, express or implied, and hereby disclaims all implied warranties, including any warranty of merchantability and warranty of fitness for a particular purpose.
7. **Insurance.** Shall be in compliance with those set forth in the requirements of the master US Communities agreement between Mythics and Maricopa County.

## Article VII - Term and Termination

1. **Term.** The term for any Services performed shall be defined in the applicable Statement of Work.
2. **Termination for Non-Appropriations.** In the event no funds are appropriated for this Agreement, or any Statement(s) of Work issued pursuant to this Agreement, upon providing written notice to Mythics, Client shall have the right in the applicable fiscal year to terminate this Agreement or the Statement(s) of Work impacted by the lack of appropriated funds without penalties of any sort.
3. **Termination for Cause.** In the event that a Party is in material breach of any obligation under this Agreement, the non-breaching Party may terminate this Agreement for cause after first:
    a. providing the breaching Party with written notice of the breach (a "**Notice of Breach**") and
    b. providing thereafter a thirty (30) business day opportunity to cure beginning on the date of receipt by the alleged breaching Party or Parties of the Notice of Breach, provided that if the breaching Party has commenced a cure of the material breach during such cure period and is diligently pursuing such cure, then the breaching Party shall have an additional thirty (30) business days to complete such cure. The Parties may mutually agree to extend the cure period beyond the additional thirty (30) business days.

    If the breaching Party does not render a cure within the applicable cure period, or within a mutually agreed upon extended period of time, this Agreement shall be deemed terminated as of the expiration of such applicable cure period.
4. **Termination of Individual Statement(s) of Work.** Where a non-breaching Party has the right to terminate this Agreement due to a material breach of a Statement of Work, it may in its discretion terminate this Agreement or the Statement of Work affected by the material breach. Any Statement(s) of Work that are not terminated shall continue in full force and effect under this Agreement.
5. **Termination for Insolvency.** To the extent permitted by law, in the event a Party shall make an assignment for the benefit of creditors or shall have a petition in bankruptcy filed for or against it that is not dismissed within sixty (60) calendar days, the other Party shall have the right to immediately terminate this Agreement.
6. **Termination by Mutual Agreement.** The Parties may, at any time, agree in writing to terminate this Agreement or any Statement(s) of Work issued pursuant to this Agreement.
7. **Termination for Convenience.** Mythics may, at any time and upon providing thirty (30) business days written notice to Client, terminate this Agreement without cause.
8. **Effect of Termination.**
    a. **Cessation of Services and Access**. Upon expiration or termination of this Agreement (subject to the partial termination process set under the subsection titled, Termination of Individual Statement(s) of Work)):
        i. Mythics shall cease providing the Services;

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ii. Mythics shall disable Client's access to any Client Portals;

iii. the Client shall disable Mythics' access to any other Client Systems and Mythics shall not exercise or seek to exercise access privileges to such Client Systems; and

iv. each Party shall return the other Party's Confidential Information or certify in writing to its destruction.

b. **Return of Equipment**. Within 30 days of the expiration or termination of this Agreement, Mythics will return to Client the materials, supplies, equipment, and other items provided or paid for by Client (if any), to the extent not yet fully consumed by Mythics in the performance of the Services.

9. **Unpaid Fees Upon Termination.** Termination of this Agreement for any reason shall not excuse the Client's obligation to pay in full any and all undisputed amounts that have accrued, nor shall termination by Mythics' result in a refund of Fees paid.

## Article VIII – General

1. **Headings.** All headings, titles, subtitles utilized herein are for reference purposes only.

2. **Notice(s).** All notices, requests, consents, and other communications hereunder (a "Communication") shall be in writing and shall be deemed to have been given:

   a. If mailed, on the date of receipt of such Communication when sent via first class United States registered mail, return receipt requested, postage prepaid to the address listed below for the Party to whom the Communication is being sent (the "Notice Party");

   b. If hand delivered or delivered by courier, upon actual delivery of such Communication to the Notice Party at the address listed below for such Notice Party; or

   c. If sent by electronic mail or other electronic means, on the first business day after the date of the sender's receipt of a confirmed transmission of such Communication to the Notice Party at the electronic mail address, if any, listed below for such Notice Party provided the party giving such Communication mails a copy of such Communication within two days after the electronic transmission of such Communication by facsimile to the Notice Party.

   The addresses, electronic mail address (email), and facsimile numbers for each party to this Agreement, as of the date of this Agreement, are:

| | |
|---|---|
| If to Client: | Client Name<br>Address<br>City, State ZIP<br>Attn:<br>Telephone:<br>Facsimile:<br>Email: |
| If to Mythics: | Mythics, Inc.<br>4525 Main Street, Suite 1500<br>Virginia Beach, VA 23462<br>Attn: Contracts<br>Telephone: 757-412-4362<br>Facsimile: 757-412-1060<br>Email: consultingcontracts@mythics.com |

3. **Modification.** No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

4. **Waiver of Breach.** The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

5. **Order of Precedence.** In the event of any inconsistencies or conflicts between the terms and conditions herein and other contract documents, the following order or precedence shall be used to determine the which terms will supersede:

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a. The applicable Statement of Work and any fully executed and incorporated Change Orders.

b. The terms in this Exhibit I (as may be amended or modified).

c. The terms and conditions of the US Communities Contract.

d. Any other contract documents.

6. **Compliance with the Law.** The Parties hereby covenant to comply with all applicable federal, state and local laws and regulations for the duration of this Agreement.

7. **Disputes.** Disputes under this agreement shall be referred to the appropriate Client president, or their designee, and Mythics' president, or their designee, thirty (30) days before either party may commence formal proceedings; provided however, that this provision shall not restrain either party from seeking injunctive or equitable relief.

   When seeking to resolve a dispute, the party's designated executives shall consider the types and impacts of the disputed matters, the effect of the dispute on the Program and Client's success as awardee, the cost to both parties of resolving the dispute and the practical effects on the business of each party resulting from the resolution or failure to resolve any such dispute. In the event that the designated executives are unable to resolve a dispute in the required time or longer, if extended by the mutual agreement of the parties, either party may then submit the matter for formal proceedings which may include litigation or alternate dispute resolution. In the event litigation is necessary to enforce any provision of or resolve any dispute arising out of this Agreement, the Parties agree that any proceeding relating to or arising from the Agreement shall be heard and litigated exclusively in a state or federal court, having appropriate jurisdiction over such matters, located in the Client's state of incorporation or business operations. Each party hereto consents to the personal jurisdiction in any such action brought in any such court, consents to service of process by registered mail upon each party's designated legal counsel and waives any objection to venue in any such courts and any claim that any such court is an inconvenient forum. During this process, each party will continue performing its obligations under this Agreement.

8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Client's state of incorporation or business operations without giving effect to such State's principles of conflicts of laws and the laws of the United States of America.

9. **Partial Invalidity.** In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

10. **Changes in Law.** In the event that Mythics is wholly or partially prevented from or hindered in providing one or more Services by a change in applicable law (or changes in the interpretation or enforcement thereof by a governmental authority with requisite jurisdiction) (each a "**Change in Law**"), then Mythics shall not be obligated to deliver the affected Services; and the Parties shall treat the Change in Law as a Proposed Change Order and proceed in accordance with the requirements for Change Orders contained herein.

11. **Force Majeure.** Neither Party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics, pandemics and unusually severe weather conditions; or other causes which do not result from the fault or negligence of such Party.

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# EXHIBIT J
## Google Cloud Master Agreement – Public Sector (Partner)

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms ("General Terms"), and all Services Schedules that are incorporated by reference into the Google Cloud Master Agreement (collectively, the "Agreement").

**Google Cloud Master Agreement General Terms**

1. **Services.** After the Customer and Reseller and/or Distributor complete and execute an Order Form incorporating this Agreement, Google will provide the Services specified in the Order Form in accordance with the Agreement, including the SLAs, and Customer and its End Users may use the Services in accordance with the Services Schedule.

2. **Customer Obligations.**

2.1. Consents. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.

2.2. Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.

2.3. Use Restrictions. Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google (if approved), or an executed HIPAA BAA with Google's Reseller or Distributor.

3. **RESERVED**

4. **Intellectual Property.**

4.1. Intellectual Property Rights. Except as expressly described in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.

4.2. Feedback. At its option, Customer may provide feedback and suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

5. **Confidentiality.**

5.1. Use and Disclosure of Confidential Information. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing

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Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) subject to Section 5.2 (Legal Process), as strictly necessary to comply with Legal Process.

5.2. Legal Process. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will: (a) promptly notify the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so; (b) attempt to redirect the third party to request it from the Disclosing Party directly; (c) comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information; and (d) use commercially reasonable efforts to object to, or limit or modify, any Legal Process that the Recipient reasonably determines is overbroad, disproportionate, incompatible with applicable law, or otherwise unlawful. To facilitate the request in (b), the Recipient may provide the Disclosing Party's basic contact information to the third party. Google acknowledges that the Customer may be subject to and must comply with the Freedom of Information Act (FOIA) or similar Open Records/Sunshine law.

6. **Marketing and Publicity.** Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

7. **RESERVED**.

8. **Disclaimer. Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services.**

9. **Indemnification.**

9.1. Google Indemnification Obligations. Google will defend Customer and its Covered Affiliates, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Google Indemnified Materials used in accordance with the Agreement infringe the third party's Intellectual Property Rights.

9.2. Customer Indemnification Obligations. Subject to applicable federal or state law, and without waiving sovereign immunity, Customer will defend Google and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions. This section will not apply if the Customer is prohibited from agreeing to any vendor indemnification requirement.

9.3. Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

9.4. Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) are conditioned on the following:

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(a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Agreement, then Google will agree to amend such commitments proportional to Customer's spend on the terminated Services in the year preceding the termination of the Services. For Federal Customers, if Google does not believe the remedies in Section 9.5(a) are commercially reasonable, the parties recognize that the provisions of 28 U.S.C.§ 1498 will apply to the resolution of any patent or copyright claim made by the patent or copyright owner.

9.6 Sole Rights and Obligations. Without affecting either party's termination or Suspension rights, this Section 9 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

**10. Liability.**

**10.1 Limited Liabilities.**

**(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any**
**(i) indirect, consequential, special, incidental, or punitive damages or**
**(ii) lost revenues, profits, savings, or goodwill.**

**(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability.**

**10.2 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:**

**(a) death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;**

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**(b) its fraud or fraudulent misrepresentation;**
**(c) its obligations under Section 9 (Indemnification);**
**(d) its infringement of the other party's Intellectual Property Rights;**
**(e) its payment obligations under the Agreement; or**
**(f) matters for which liability cannot be excluded or limited under applicable law.**

**11. Term and Termination.**

11.1 Agreement Term. The Agreement, unless it expires or terminates according to the Reseller Agreement or Distributor Agreement, will remain in effect for the contract period as described in the applicable Reseller Agreement or Distributor Agreement (the "Term").

11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Reseller or Distributor.

11.3 RESERVED.

11.4 Effects of Termination. If the Agreement terminates, then all Services Schedules and Order Forms also terminate. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

11.5 Survival. The following Sections will survive expiration or termination of the Agreement: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11 (Term and Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

**12. Miscellaneous.**

12.1 Notices. Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.

12.3 RESERVED.

12.4 RESERVED.

12.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

12.6 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

12.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.

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12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

12.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

12.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

12.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.

12.12 RESERVED.

12.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by Customer and Reseller.

12.14 Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

12.15 URL Terms. The URL Terms are incorporated by reference into the Agreement.

12.16 Conflicting Terms. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order (of decreasing precedence): the Data Processing Addendum, the applicable Services Schedule, the General Terms, and the other URL Terms.

12.17 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

12.18 RESERVED.

12.19 RESERVED.

12.20 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

12.21 Federal Customers. The Services were developed solely at private expense and are "commercial services," "commercial items," "commercial computer software," and "commercial computer software documentation," as those terms are defined within Section 2.101 of the Federal Acquisition Regulation ("FAR") and any applicable agency supplements to the FAR.

13. Definitions.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"AUP" means Google's acceptable use policy as defined in the applicable Services Schedule (if applicable).

"BAA" or "Business Associate Agreement" is an amendment to the Customer's Reseller Agreement or Distributor Agreement, or an executed HIPAA BAA with Google (if approved) covering the handling of Protected Health Information (as defined in HIPAA).

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"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

"Confidential Information" means information that one party or its Affiliate ("Disclosing Party") discloses to the other party ("Recipient") under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer's Confidential Information. Confidential Information does not include information that is independently developed by the Recipient, is shared with the Recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the Recipient.

"Control" means control of greater than 50% of the voting rights or equity interests of a party.

"Covered Affiliate" has the meaning described in the Services Schedule (if applicable).

"Customer" means the party executing an Order Form with a Reseller for Google Services as described in the Agreement.

"Customer Application" has the meaning described in the Services Schedule (if applicable).

"Customer Data" has the meaning described in the Services Schedule (if applicable).

"Customer Indemnified Materials" has the meaning described in the applicable Services Schedule.

"Delegates" means the Recipient's employees, Affiliates, agents, or professional advisors.

"Distributor" means an entity authorized by Google to distribute the Services to a Reseller for resale to federal, state, or local government entities of the United States (or representatives of such entities).

"Distributor Agreement" means, if applicable, the separate agreement between Customer and Distributor regarding the Services. The Distributor Agreement is independent of and outside the scope of these Terms.

"Effective Date" means the date of the last party's signature of the General Terms (or other applicable ordering document that incorporates the General Terms).

"End User" or "Customer End User" has the meaning described in the Services Schedule (if applicable).

"Export Control Laws" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"Fees" means the product of the amount of Services or Software used or ordered by Customer multiplied by the Prices, plus any applicable Taxes. Fees will be described in the Customer's Reseller Agreement or Distributor Agreement.

"Google" means Google LLC and its Affiliates, including Google Public Sector LLC.

"Google Indemnified Materials" has the meaning described in the applicable Services Schedule.

"High Risk Activities" means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).

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"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

"including" means including but not limited to.

"Indemnified Liabilities" means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.

"Intellectual Property" or "IP" means anything protectable by an Intellectual Property Right.

"Intellectual Property Right(s)" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Notification Email Address" has the meaning described in the applicable Services Schedule.

"Order Form" has the meaning described in the applicable Services Schedule.

"Order Term" means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

"Prices" has the meaning described in the applicable Reseller Agreement or Distributor Agreement.

"Reseller Agreement" means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of This Agreement.

"Reseller" means, if applicable, the authorized non-Affiliate third party reseller that sells Google Services to Customer.

"Service Level Agreement" or "SLA" has the meaning described in the Services Schedule (if applicable).

"Services" has the meaning described in the applicable Services Schedule.

"Services Schedule(s)" means a schedule to the Agreement with terms that apply only to the services and software (if applicable) described in that schedule.

"Services Start Date" means either the start date described in the Order Form or, in the absence of any such date, the date Google makes the Services available to Customer.

"Software" has the meaning described in the Services Schedule (if applicable).

"Suspend" or "Suspension" means disabling or limiting access to or use of the Services or components of the Services.

"Taxes" means all government-imposed taxes, except for taxes based on Google's net income, net worth, asset value, property value, or employment.

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"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

"Trademark Guidelines" means Google's Brand Terms and Conditions described at https://www.google.com/permissions/trademark/brand-terms.html.

"URL" means a uniform resource locator address to a site on the internet.

"URL Terms" has the meaning described in the Services Schedule (if applicable).

"Use Restrictions" means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled "Additional Use Restrictions" in the applicable Services Schedule.

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EXHIBIT J

**Google Cloud Master Agreement**
**Google Cloud Platform Services Schedule**

This Google Cloud Platform Services Schedule (the "Services Schedule") supplements and is incorporated by reference into the Google Cloud Master Agreement. This Services Schedule applies solely to the services and software described in this Services Schedule and is effective for the Term of the Agreement. Terms defined in the General Terms apply to this Services Schedule.

**1. Using the Services.**

1.1 Admin Console. Google (or Reseller or Distributor) will provide Customer an Account to access the Admin Console through which Customer may manage its use of the Services. Customer is responsible for (a) maintaining the confidentiality and security of the Account and associated passwords and (b) any use of the Account.

1.2 Ceasing Services Use. Customer may stop using the Services at any time.

1.3 Customer Applications. Customer may enable End Users to access its Customer Applications.

1.4 Additional Use Restrictions. Unless otherwise permitted in the GCP Service Specific Terms, Customer will not (a) use, and will not allow End Users to use, the Services to operate or enable any telecommunications service, or to place or receive calls from any public switched telephone network, including as part of a Customer Application; or (b) use the Services to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of a Customer Application that provides value distinct from the Services.

**2. Data Processing and Security.**

2.1 Protection of Customer Data. Google will only access or use Customer Data to provide the Services and TSS ordered by Customer and will not use it for any other Google products, services, or advertising. Google has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the Data Processing Addendum.

2.2 Data Processing Addendum. The Data Processing Addendum is incorporated by reference into this Services Schedule.

**3. Additional Payment Terms.**

3.1 Usage and Invoicing. Customer will pay all Fees for the Services and GCP Technical Support Services. Google's measurement tools will be used to determine Customer's usage of the Services. Each invoice, which may be generated by Reseller or Distributor, will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees.

3.2 RESERVED.

3.3 RESERVED.

**4. Updates to Services and Terms.**

4.1 Changes to Services.

(a) Limitations on Changes. Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.

(b) Discontinuance. Google will notify Customer at least 12 months before discontinuing any Service

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(or associated material functionality), and at least 36 months for any Key Service (or associated material functionality), in each case unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.

(c) Support. Google will continue to provide product and security updates, and GCP Technical Support Services, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).

(d) Backwards Incompatible Changes. Google will notify Customer at least 12 months before significantly modifying a Customer-facing Google API in a backwards-incompatible manner.

4.2 Changes to Terms. Google may update the URL Terms, provided the updates do not (a) result in a material reduction of the security of the Services, (b) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in the Data Processing Addendum, or (c) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.

4.3 Permitted Changes. Sections 4.1 (Changes to Services) and 4.2 (Changes to Terms) do not limit Google's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services, offerings, or functionality.

5. **Temporary Suspension.**

5.1 Services Suspension. Google may Suspend Services if (a) necessary to comply with law or protect the Services or Google's infrastructure supporting the Services or (b) Customer or any End User's use of the Services does not comply with the AUP, and it is not cured following notice from Google.

5.2 Limitations on Services Suspensions. If Google Suspends Services under Section 5.1 (Services Suspension), then (a) Google will provide Customer notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

6. **Technical Support.** Google will provide GCP Technical Support Services to Customer during the Order Term in accordance with the GCP Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications and Projects.

7. **Copyright.** Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally without input from the copyright holders. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer's or its End User's copyrights and would like to notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices, at http://www.google.com/dmca.html.

8. **Software.**

8.1 Provision of Software. Google may make Software available to Customer, including third-party software. Customer's use of any Software is subject to the applicable provisions in the GCP Service Specific Terms.

8.2 Ceasing Software Use. If the Agreement or the Google Cloud Platform Order Form terminates or expires, then Customer will stop using the Software.

9. **Survival.** The following Sections of this Services Schedule will survive expiration or termination of this Services Schedule: Section 11 (Additional Definitions).

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10. **Termination of Previous Agreements.** If Google and Customer have previously entered into a Google Cloud Platform License Agreement, then that agreement will terminate on the Services Start Date, and the Agreement will govern the provision and use of the Services going forward.

11. **Additional Definitions.**

"Account" means Customer's Google Cloud Platform account.

"Admin Console" means the online console(s) or dashboard provided by Google to Customer for administering the Services.

"AUP" means the then-current acceptable use policy for the Services described at https://cloud.google.com/terms/aup.

"Covered Affiliate" means an Affiliate using the Services under Customer's Account.

"Customer Application" means a software program that Customer creates or hosts using the Services.

"Customer Data" means data provided to Google by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services.

"Customer Indemnified Materials" means Customer Data, Customer Brand Features, Customer Applications, and Projects.

"Data Processing Addendum" means the then-current terms describing data processing and security obligations with respect to Customer Data, as described at https://cloud.google.com/terms/data-processing-terms.

"End User" or "Customer End User" means an individual that Customer permits to use the Services or a Customer Application. For clarity, End Users may include employees of Customer Affiliates and other authorized third parties.

"GCP Service Specific Terms" means the then-current terms specific to one or more Services or Software described at https://cloud.google.com/cloud/terms/service-terms.

"GCP Technical Support Services" or "TSS" means the then-current technical support service provided by Google to Customer under the GCP Technical Support Services Guidelines.

"GCP Technical Support Services Guidelines" or "TSS Guidelines" means the then-current Google Cloud Platform support service guidelines described at https://cloud.google.com/terms/tssg/.

"Google API" means any application programming interface provided by Google as part of the Services.

"Google Indemnified Materials" means the Services and Google's Brand Features.

"Key Services" means the then-current list of Services described at https://cloud.google.com/terms/key-services. Google may not remove a Service from this URL unless that Service is discontinued in accordance with Section 4.1(b) (Discontinuance).

"Notification Email Address" means the email address(es) designated by Customer in the Admin Console.

"Order Form" means an order form issued by Google, Reseller or Distributor and executed by Customer and issuer specifying the Services Google will provide to Customer under this Services Schedule.

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"Prices" means the applicable prices described in the applicable Reseller Agreement or Distributor Agreement.

"Project" means a collection of Google Cloud Platform resources configured by Customer via the Services.

"Services" means the then-current services described at https://cloud.google.com/terms/services, excluding any Third-Party Offerings.

"SLA" means the then-current service level agreements described at https://cloud.google.com/terms/sla/.

"Software" means any downloadable tools, software development kits, or other such computer software provided by Google for use in connection with the Services, and any updates Google may make to such Software from time to time, excluding any Third-Party Offerings.

"Third-Party Offerings" means (a) third-party services, software, products, and other offerings that are not incorporated into the Services or Software and (b) offerings identified in the "Third-Party Terms" section of the Service Specific Terms.

"URL Terms" means the AUP, Data Processing Addendum, GCP Service Specific Terms, GCP Technical Support Services Guidelines, and SLAs.

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# EXHIBIT K – AWS MASTER AGREEMENT 12.22.25



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## AWS Customer Agreement

**For additional information related to each AWS Contracting Party, see the AWS Contracting Party FAQs.

*Please note that as of August 1, 2025, customers located in Indonesia contract with our Indonesia based AWS Contracting Party, as provided in Section 12. See the AWS Indonesia FAQs for more information.

### Last Updated: September 09, 2025

See What's Changed

This AWS Customer Agreement (this "**Agreement**") contains the terms and conditions that govern your access to and use of the Services (as defined below) and is an agreement between the applicable AWS Contracting Party specified in Section 12 below (also referred to as "**AWS**," "**we**," "**us**," or "**our**") and you or the entity you represent ("**you**" or "**your**"). This Agreement takes effect when you click an "I Accept" button or check box presented with these terms or, if earlier, when you use any of the Services (the "**Effective Date**"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 12 for definitions of certain capitalized terms used in this Agreement.

### 1. AWS Responsibilities

1.1 General. You may access and use the Services in accordance with this Agreement. Service Level Agreements and Service Terms apply to certain Services.

1.2 Third-Party Content. Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

1.3 AWS Security. Without limiting Section 8 or your obligations under Section 2.2, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

1.4 Data Privacy. You may specify the AWS regions in which Your Content will be stored. You consent to the storage of Your Content in, and transfer of Your Content into, the AWS regions you select. We will not access or use Your Content except as necessary to maintain or provide the Services, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Your Content to any government or third party or (b) move Your Content from the AWS regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement

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or order referred to in this Section 1.4. We will only use your Account Information in accordance with the Privacy Notice, and you consent to such usage. The Privacy Notice does not apply to Your Content.

1.5 Notice of Changes to the Services. We may change or discontinue any of the Services from time to time. We will provide you at least 12 months' prior notice before discontinuing a material functionality of a Service that we make generally available to customers and that you are using. AWS will not be obligated to provide such notice under this Section 1.5 if the discontinuation is necessary to (a) address an emergency, or risk of harm to the Services or AWS, (b) respond to claims, litigation, or loss of license rights related to third party intellectual property rights, or (c) comply with law, but should any of the preceding occur AWS will provide you with as much prior notice as is reasonably practicable under the circumstances.

1.6 Notice of Changes to the Service Level Agreements. We may change, discontinue or add Service Level Agreements, provided, however, that we will provide at least 90 days' advance notice for adverse changes to any Service Level Agreement.

## 2. Your Responsibilities.

2.1 Your Accounts. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Services. To access the Services, you must have an AWS account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the Service Terms, you will only create one account per email address. Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account.

2.2 Your Content. You are responsible for Your Content. You will ensure that Your Content and your and End Users' use of Your Content or the Services will not violate any of the Policies or any applicable law.

2.3 Your Security and Backup. You are responsible for properly configuring and using the Services and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

2.4 Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

2.5 End Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Services. You are responsible for End Users' use of Your Content and the Services, and for their compliance with your obligations under this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Services by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

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## 3. Fees and Payment.

3.1 Service Fees. We calculate and bill fees and charges monthly. We may bill you more frequently for fees accrued if we reasonably suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Services as described on the AWS Site using one of the payment methods we support. If there is a problem charging your default payment method, we may charge any other valid payment method associated with your account. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the AWS Site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If we suspend your account under Section 4.1 or terminate your use of the Services pursuant to Section 5.2(b)(ii), we may elect not to bill you for fees and charges after suspension unless your account is reinstated.

3.2 Taxes.

(a) Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes, except where applicable law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we can claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as required by law. If any such deduction or withholding (including cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

(b) If the applicable AWS Contracting Party is Amazon Web Services India Private Limited ("AWS India") (formerly known as Amazon Internet Services Private Limited), the parties agree that the provisions of this Section 3.2(b) will apply.

You acknowledge that AWS India may display the applicable fees and charges for the Services on the Site in USD (or such other currency as AWS India may deem fit). However, AWS India will invoice you in INR calculated and converted in accordance with the conversion rate determined by us on the date of invoice ("INR Equivalent Fees"). You will only be liable to pay the INR Equivalent Fees indicated in each invoice.

We will invoice you from our registered office at the address of your establishment (as registered with the tax authorities, if applicable) receiving the Services in accordance with the applicable indirect tax laws.

All fees and charges payable under this Agreement will be exclusive of applicable national, state or local indirect taxes ("Taxes") that AWS India is legally obligated to charge under applicable law. For the purpose of this clause, local indirect taxes include Goods and Services Tax ("GST"), which includes the Central Goods and Services Tax ("CGST"), the State Goods and Services Tax ("SGST"), the Union Territory Goods

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and Services Tax ("UGST"), the Integrated Goods and Services Tax ("IGST") as may be applicable. The Taxes charged by AWS India will be stated in the invoice pursuant to applicable laws. AWS India may charge and you will pay any applicable Taxes, which are stated separately on the invoice. As per the statutory requirement under GST, you will provide all necessary information such as the correct GST registered address, legal name and GSTIN ("GST Information") in order for AWS India to issue correct GST invoices as per the applicable legal requirements. In the event, the GST invoice is incorrect, you will inform us in a timely manner, to enable AWS India to correct the GST tax invoice. AWS India will determine the place of supply for the Services based on the GST Information provided by you and accordingly, charge GST (CGST and SGST/UTGST or IGST) on its invoice. Any withholding taxes that may be applicable to the fees and charges payable to us are for our account. You will pay the fees and charges in our invoice in full (gross) without applying any withholding taxes. If you separately deposit applicable withholding taxes on such fees and charges to the applicable government treasury and issue us a withholding tax certificate evidencing such deposit, following receipt of the withholding tax certificate in original form, we will reimburse to you an amount equal to the taxes that are evidenced as deposited.

## 4. Temporary Suspension.

4.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Services immediately upon notice to you if we reasonably determine:

(a) your or an End User's use of the Services (i) poses a security risk to the Services or any third party, (ii) could adversely impact our systems, the Services or the systems or Content of any other AWS customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;

(b) you are, or any End User is, in material breach of this Agreement;

(c) you are in breach of your payment obligations under Section 3; or

(d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

4.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Services:

(a) you will be responsible for all fees and charges you incur during the period of suspension that we bill to you; and

(b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

## 5. Term; Termination.

5.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 5. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 5.2.

5.2 Termination.

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(a) Termination for Convenience. You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.

(b) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.

(ii) By Us. We may also terminate this Agreement immediately upon notice to you:

(A) for cause if we have the right to suspend under Section 4 and the issue giving us the right to suspend either:

a. is not capable of being remedied; or

b. has not been remedied within 30 days of us suspending your service under Section 4.1;

(B) if our relationship with a third-party partner who provides software or other technology we use to provide the Services expires, terminates or requires us to change the way we provide the software or other technology as part of the Services; or

(C) in order to comply with the law or requests of governmental entities.

5.3 Effect of Termination.

(a) Generally. Upon the Termination Date:

(i) except as provided in Sections 5.3(a)(iv) and 5.3(b), all your rights under this Agreement immediately terminate;

(ii) you remain responsible for all fees and charges you have incurred through the Termination Date and are responsible for any fees and charges you incur during the post-termination period described in Section 5.3(b) that we bill to you;

(iii) you will immediately return or, if instructed by us, destroy all AWS Content in your possession; and

(iv) Sections 2.1, 3, 5.3, 6 (except Section 6.3), 7, 8, 9, 11 and 12 will continue to apply in accordance with their terms.

(b) Post-Termination. Unless we terminate your use of the Services pursuant to Section 5.2(b), during the 30 days following the Termination Date:

(i) we will not take action to remove from the AWS systems any of Your Content as a result of the termination; and

(ii) we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 3.

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## 6. Proprietary Rights.

6.1 Your Content. Except as provided in this Section 6, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Services to you and any End Users.

6.2 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content or the Services will violate the Acceptable Use Policy.

6.3 Intellectual Property License. The Intellectual Property License applies to your use of AWS Content and the Services.

6.4 Restrictions. Neither you nor any End User will use the AWS Content or Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) reverse engineer, disassemble, or decompile the Services or AWS Content or apply any other process or procedure to derive the source code of any software included in the Services or AWS Content (except to the extent applicable law doesn't allow this restriction), (b) access or use the Services or AWS Content in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (c) resell the Services or AWS Content. The AWS Trademark Guidelines apply to your use of the AWS Marks. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

6.5 Suggestions. If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

## 7. Indemnification.

7.1 General. To the extent permitted by applicable law, you will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Services (including any activities under your AWS account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

7.2 Intellectual Property.

(a) Subject to the limitations in this Section 7, AWS will defend you and your employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

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(b) Subject to the limitations in this Section 7, you will defend AWS, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) Neither party will have obligations or liability under this Section 7.2 arising from infringement by combinations of the Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, AWS will have no obligations or liability arising from your or any End User's use of the Services after AWS has notified you to discontinue such use. The remedies provided in this Section 7.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.

(d) For any claim covered by Section 7.2(a), AWS will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

7.3 Process. The obligations under this Section 7 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

## 8. Disclaimers.

THE SERVICES AND AWS CONTENT ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR AWS CONTENT OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES OR AWS CONTENT OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

## 9. Limitations of Liability.

9.1 Liability Disclaimers. EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 7, NEITHER AWS NOR YOU, NOR ANY OF THEIR AFFILIATES OR LICENSORS, WILL HAVE LIABILITY TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF YOUR CONTENT, (C) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (D) UNAVAILABILITY OF THE SERVICES OR AWS CONTENT (THIS DOES NOT LIMIT ANY SERVICE CREDITS UNDER SERVICE LEVEL AGREEMENTS).

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9.2 Damages Cap. EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 7, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF EITHER AWS OR YOU, AND ANY OF OUR RESPECTIVE AFFILIATES OR LICENSORS, WILL NOT EXCEED THE AMOUNTS PAID BY YOU TO AWS UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE; EXCEPT THAT NOTHING IN THIS SECTION 9 WILL LIMIT (A) YOUR OBLIGATION TO PAY AWS FOR YOUR USE OF THE SERVICES PURSUANT TO SECTION 3, OR ANY OTHER PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, OR (B) ANY PARTY'S LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW.

## 10. Modifications to the Agreement.

We may modify this Agreement (including any Policies) at any time by posting a revised version on the AWS Site or by otherwise notifying you in accordance with Section 11.10. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Services or AWS Content after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the AWS Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

## 11. Miscellaneous.

11.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 11.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for AWS as a party to this Agreement and AWS is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

11.2 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement (but does not supersede prior commitments to purchase Services such as Amazon EC2 Reserved Instances). None of the parties will be bound by any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

11.3 Force Majeure. Except for payment obligations, neither party nor any of their affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results

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from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

11.4 Governing Law. The Governing Laws, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

11.5 Disputes. Any dispute or claim relating in any way to your use of the Services, or to any products or services sold or distributed by AWS will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts, subject to the additional provisions below.

(a) If the applicable AWS Contracting Party is Amazon Web Services, Inc., Amazon Web Services Canada, Inc., Amazon Web Services Korea LLC, Amazon Web Services Singapore Private Limited or PT Amazon Web Services Indonesia, the parties agree that the provisions of this Section 11.5(a) will apply. Disputes will be resolved by binding arbitration, rather than in court, except that either party may elect to proceed in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement, except that if Amazon Web Services Canada, Inc. is the applicable AWS Contracting Party the Ontario Arbitration Act will apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. Before you may begin an arbitration proceeding, you must send a letter notifying us of your intent to pursue arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its commercial rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA commercial fee schedule. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. We and you further agree that the underlying award in arbitration may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

(b) If the applicable AWS Contracting Party is Amazon Web Services South Africa Proprietary Limited, the parties agree that the provisions of this Section 11.5(b) will apply. Disputes will be resolved by arbitration in accordance with the then-applicable rules of the Arbitration Foundation of Southern Africa, and judgment on the arbitral award must be entered in the Governing Court. The Arbitration Act, No. 42 of 1965 applies to this Agreement. The arbitration will take place in Johannesburg. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties.

**(c) If the applicable AWS Contracting Party is Amazon AWS Serviços Brasil Ltda., the parties agree that the provisions of this Section 11.5(c) will apply. Disputes will be resolved by binding arbitration, rather than in court, in accordance with the then-applicable Rules of Arbitration of the International Chamber of Commerce, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in the City of São Paulo, State of São Paulo, Brazil. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The parties agree that the existence of and**

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**information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information. The Governing Courts will have exclusive jurisdiction for the sole purposes of (i) ensuring the commencement of the arbitral proceedings; and (ii) granting conservatory and interim measures prior to the constitution of the arbitral tribunal.**

(d) If the applicable AWS Contracting Party is Amazon Web Services Australia Pty Ltd, the parties agree that the provisions of this Section 11.5(d) will apply. Disputes will be resolved by arbitration administered by the Australian Center for International Commercial Arbitration ("ACICA") in accordance with the then-applicable ACICA Arbitration Rules, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in Sydney, Australia. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information.

(e) If the applicable AWS Contracting Party is Amazon Web Services New Zealand Limited, the parties agree that the provisions of this Section 11.5(e) will apply. Disputes will be resolved by arbitration administered by the New Zealand Dispute Resolution Centre ("NZDRC") in accordance with the then-applicable Arbitration Rules of NZDRC, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in Auckland, New Zealand. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information.

(f) If the applicable AWS Contracting Party is Amazon Web Services Malaysia Sdn. Bhd. (Registration No. 201501028710 (1154031-W)), the parties agree that the provisions of this Section 11.5(f) will apply. Disputes will be resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the then-applicable Arbitration Rules of SIAC, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in Singapore. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information.

(g) If the applicable AWS Contracting Party is AWS India, the parties agree that the provisions of this Section 11.5(g) will apply. Disputes will be resolved by binding arbitration, rather than in court. Arbitration will be conducted by a panel consisting of three (3) arbitrators, with one (1) nominated by each party and the third chosen by the two (2) arbitrators so nominated. The decision and award will be determined by the majority of the panels and shall be final and binding upon the parties. The arbitration will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of India, as may be in force from time to time. The arbitration proceedings will be conducted in English, and the seat of the arbitration will be New Delhi. The cost of the arbitration, including fees and expenses of the arbitrator, shall be shared equally by the parties, unless the award otherwise provides. The courts at New Delhi shall have the exclusive jurisdiction for all arbitral applications. The Parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party. Notwithstanding the foregoing, any party may seek injunctive relief in any court of competent jurisdiction for any actual or alleged infringement of such party's, its affiliates' or any third party's intellectual property or other proprietary rights.

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(h) If the applicable AWS Contracting Party is AWS Turkey Pazarlama Teknoloji ve Danışmanlık Hizmetleri Limited Şirketi, the parties agree that the provisions of this Section 11.5(h) will apply. Disputes will be resolved by arbitration administered by the International Chamber of Commerce International Court of Arbitration (the "ICC Court") in accordance with the then-applicable arbitration rules (the "ICC Rules").The arbitration proceedings will be conducted in English, and the seat of arbitration will be Zurich. There will be three arbitrators. Each party will appoint one arbitrator in accordance with the ICC Rules. Within 30 days of the appointment of the co-arbitrators, the two appointed arbitrators will appoint the third arbitrator as the president of the arbitral tribunal. If the twoappointed arbitrators fail to appoint a third arbitrator as the president within such 30 day period, then the ICC Court will appoint the president. The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information.

11.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Services or AWS Content, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the AWS region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

11.7 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

11.8 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

11.9 Confidentiality and Publicity. You may use AWS Confidential Information only in connection with your use of the Services or AWS Content as permitted under this Agreement. You will not disclose AWS Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AWS Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Services or AWS Content.

11.10 Notice.

(a) To You. We may provide any notice to you under this Agreement by:

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(i) posting a notice on the AWS Site; or

(ii) sending a message to the email address then associated with your account.

Notices we provide by posting on the AWS Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact AWS by facsimile transmission or personal delivery, overnight courier or registered or certified mail to the facsimile number or mailing address, as applicable, listed for the applicable AWS Contracting Party in Section 12 below. We may update the facsimile number or address for notices to us by posting a notice on the AWS Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

11.11 No Third-Party Beneficiaries. Except as set forth in Section 7, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

11.12 U.S. Government Rights. The Services and AWS Content are provided to the U.S. Government as "commercial services," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services and AWS Content. If you are using the Services and AWS Content on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Services and AWS Content. The terms "commercial service" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

11.13 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

11.14 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

11.15 Account Country Specific Terms. You agree to the following modifications to the Agreement that apply to your AWS Contracting Party as described below:

(a) If the applicable AWS Contracting Party is Amazon Web Services Australia Pty Ltd, the parties agree as follows:

(i) If the Services are subject to any statutory guarantees under the Australian Competition and Consumer Act 2010, then to the extent that any part of this Agreement is unenforceable under such Act, you agree that a fair and reasonable remedy to you will be limited to, at our election, either: (i) supplying the Services again; or (ii) paying for the cost of having the Services supplied again.

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(ii) If this Agreement is a "consumer contract" or "small business contract" as defined in the Australian Competition and Consumer Act 2010:

a. Section 7.1 will not apply to the extent the applicable Losses or damages are caused by AWS's gross negligence or criminal misconduct. For these purposes, "gross negligence" means an act or omission by an employee who has authority to bind AWS that is negligent and a wilful and significant disregard of an obvious and material risk.

b. If we are required to give prior notice under Section 1.5 or Section 3, we will give you this notice by email or a reasonably substitutable alternative means. If we modify this Agreement under Section 10 in a way that is materially adverse to you (as reasonably determined by AWS), we will give you at least 30 days' prior notice of the modification by email or a reasonably substitutable alternative means.

(b) If the applicable AWS Contracting Party is Amazon Web Services Japan G.K., the parties agree as follows:

(i) The following sentence is added at the end of Section 6.5 (Suggestions):

"The foregoing assignment includes the assignment of the rights provided under Article 27 (Rights of Translation, Adaptation, etc.) and Article 28 (Right of the Original Author in the Exploitation of a Derivative Work) of the Copyright Act of Japan, and you agree not to exercise your moral rights against us, our affiliates or persons who use the Suggestions through the consent of us or our affiliates."

(ii) The following sentences are added at the end of Section 9 (Limitation of Liability):

"THE DISCLAIMER OR THE DAMAGES CAP IN THIS SECTION MAY NOT BE APPLIED TO DAMAGES CAUSED BY EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IF SUCH DISCLAIMER OR THE DAMAGES CAP ARE DEEMED AGAINST PUBLIC POLICY UNDER ARTICLE 90 OF THE CIVIL CODE. IN THAT EVENT, THE SCOPE OF THE DISCLAIMER SHALL BE NARROWLY CONSTRUED IN SUCH MANNER AND THE DAMAGES CAP MAY BE INCREASED BY SUCH MINIMUM AMOUNT SO THAT THE DISCLAIMER OR THE DAMAGES CAP HEREUNDER WOULD NOT BE DEEMED AGAINST PUBLIC POLICY UNDER ARTICLE 90 OF THE CIVIL CODE."

(c) If the applicable AWS Contracting Party is AWS Turkey Pazarlama Teknoloji ve Danışmanlık Hizmetleri Limited Şirketi, the parties agree as follows:

(i) The following sentence is added at the end of Section 3.2(a) (Taxes):

"If we are required to pay any stamp tax in relation to this Agreement or any other document related to this Agreement, we may charge you and you will pay us 50% of the amounts of any stamp tax paid by us."

(d) If the applicable AWS Contracting Party is Amazon Web Services Malaysia Sdn. Bhd., the parties agree as follows:

Section 9.1 (Liability Disclaimers) is deleted and replaced with the following:

"9.1 Liability Disclaimers. EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 7, NEITHER AWS NOR YOU, NOR ANY OF THEIR AFFILIATES OR LICENSORS, WILL HAVE LIABILITY TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, FOR (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF YOUR CONTENT, (C) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR

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GOODWILL, OR (D) UNAVAILABILITY OF THE SERVICES OR AWS CONTENT (THIS DOES NOT LIMIT ANY SERVICE CREDITS UNDER SERVICE LEVEL AGREEMENTS)."

(e) If the applicable AWS Contracting Party is Amazon Web Services EMEA SARL, and your Account Country is located within the European Union, the parties agree as follows:

Section 7.1 (Indemnification; General) will not apply to the extent the applicable Losses or damages are caused by AWS's gross negligence or willful misconduct. In addition, none of the disclaimers or damage caps set forth in Section 9 (Limitations of Liability) will exclude or limit either party's liability for such party's gross negligence or willful misconduct.

## 12. Definitions.

"Acceptable Use Policy" means the policy located at https://aws.amazon.com/aup (and any successor or related locations designated by us), as may be updated by us from time to time.

"Account Country" is the country associated with your account. If you have provided a valid tax registration number for your account, then your Account Country is the country associated with your tax registration. If you have not provided a valid tax registration, then your Account Country is the country where your billing address is located, except if you have a credit card associated with your AWS account that is issued in a different country and your contact address is also in that country, then your Account Country is that different country.

"Account Information" means information about you that you provide to us in connection with the creation or administration of your AWS account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your AWS account.

"API" means an application program interface.

"AWS Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners, or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. AWS Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. AWS Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the AWS Confidential Information.

"AWS Content" means APIs, WSDLs, sample code, software libraries, command line tools, proofs of concept, templates, advice, information, programs (including credit programs) and any other Content made available by us and our affiliates related to use of the Services or on the AWS Site and other related technology (including any of the foregoing that are provided by our personnel). AWS Content does not include the Services or Third-Party Content.

"AWS Contracting Party" means the party identified in the table below, based on your Account Country. If you change your Account Country to one that is identified with a different AWS Contracting Party, you

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agree that the AWS Contracting Party identified with your new Account Country is your AWS Contracting Party, without any further action required by either party.

## AWS Contracting Party

| Account Country | AWS Contracting Party | Facsimile | Mailing Address |
|---|---|---|---|
| Australia | Amazon Web Services Australia Pty Ltd (ABN: 63 605 345 891) | N/A | Level 37, 2-26 Park Street, Sydney, NSW, 2000, Australia |
| Brazil* | Amazon AWS Serviços Brasil Ltda. | N/A | A. Presidente Juscelino Kubitschek, 2.041, Torre E - 18th and 19th Floors, Vila Nova Conceicao, São Paulo, Brasil |
| Canada | Amazon Web Services Canada, Inc. | N/A | 120 Bremner Blvd, 26th Floor, Toronto, Ontario, M5J 0A8, Canada |
| India | Amazon Web Services India Private Limited (formerly known as Amazon Internet Services Private Limited), having its registered office at | 011-47985609 | Unit Nos. 1401 to 1421 International Trade Tower, Nehru Place, Delhi 110019, India. |

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*Brazil is your Account Country only if you have provided a valid Brazilian Tax Registration Number (CPF/CNPJ number) for your account. If your billing address is located in Brazil but you have not provided a valid Brazilian Tax Registration Number (CPF/CNPJ number), then Amazon Web Services, Inc. is the AWS Contracting Party for your account.

**See https://aws.amazon.com/legal/aws-emea-countries for a full list of EMEA countries.

"AWS Marks" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its affiliates that we may make available to you in connection with this Agreement.

"AWS Site" means http://aws.amazon.com (and any successor or related locations designated by us), as may be updated by us from time to time.

"AWS Trademark Guidelines" means the guidelines and trademark license located at http://aws.amazon.com/trademark-guidelines/ (and any successor or related locations designated by us), as may be updated by us from time to time.

"Content" means software (including machine images), data, text, audio, video, or images.

"End User" means any individual or entity that directly or indirectly through another user (a) accesses or uses Your Content, or (b) otherwise accesses or uses the Services under your account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under your account.

"Governing Laws" and "Governing Courts" mean, for each AWS Contracting Party, the laws and courts set forth in the following table:

## Governing Laws and Governing Courts

| AWS Contracting Party | Governing Laws | Governing Courts |
|---|---|---|
| Amazon AWS Serviços Brasil Ltda | The laws of Brazil | The courts of the City of São Paulo, State of São Paulo |
| Amazon Web Services Australia Pty Ltd (ABN: 63 605 345 891) | The laws of New South Wales | The courts of New South Wales |

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| AWS Contracting Party | Governing Laws | Governing Courts |
|---|---|---|
| Amazon Web Services Canada, Inc | The laws of the Province of Ontario, Canada and federal laws of Canada applicable therein | The provincial or federal courts located in Toronto, Ontario, Canada |
| Amazon Web Services EMEA SARL | The laws of the Grand Duchy of Luxembourg | The courts in the district of Luxembourg City |
| Amazon Web Services, | The laws of the State of | The state or Federal courts in |

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, service tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Intellectual Property License" means the separate license terms that apply to your access to and use of AWS Content and Services located at https://aws.amazon.com/legal/aws-ip-license-terms (and any successor or related locations designated by us), as may be updated by us from time to time.

"Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

"Policies" means the Acceptable Use Policy, Privacy Notice, the Site Terms, the Service Terms, and the AWS Trademark Guidelines.

"Privacy Notice" means the privacy notice located at http://aws.amazon.com/privacy (and any successor or related locations designated by us), as may be updated by us from time to time.

"Service" means each of the services made available by us or our affiliates, including those web services described in the Service Terms. Services do not include Third-Party Content.

"Service Level Agreement" means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time. The service level agreements we offer with respect to the Services are located at https://aws.amazon.com/legal/service-level-agreements/ (and any successor or related locations designated by us), as may be updated by us from time to time.

"Service Terms" means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms (and any successor or related locations designated by us), as may be updated by us from time to time.

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"Site Terms" means the terms of use of the AWS Site located at http://aws.amazon.com/terms/ (and any successor or related locations designated by us), as may be updated by us from time to time.

"Suggestions" means all suggested improvements to the Services or AWS Content that you provide to us.

"Term" means the term of this Agreement described in Section 5.1.

"Termination Date" means the effective date of termination provided in a notice from one party to the other in accordance with Section 5.

"Third-Party Content" means Content made available to you by any third party on the AWS Site or in conjunction with the Services.

"Your Content" means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your AWS account and any computational results that you or any End User derive from the foregoing through their use of the Services. For example, Your Content includes Content that you or any End User stores in Amazon Simple Storage Service. Your Content does not include Account Information.

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Amazon is an Equal Opportunity Employer: Minority / Women / Disability / Veteran / Gender Identity / Sexual Orientation / Age.

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# EXHIBIT L – MICROSOFT AZURE CUSTOMER AGREEMENT

Microsoft

## Microsoft Customer Agreement

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the DPA, the applicable Product Terms and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts it, applies to any order under this Agreement, and supersedes any end user license agreement that accompanies a Product. The individual who accepts the Agreement represents that they are authorized to enter into this Agreement on behalf of Customer. Capitalized terms have the meanings given under "Definitions."

### General Terms

#### *License to use Microsoft Products*

a. **Licenses for Products.** Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.

b. **Duration of licenses.** Online Services and some Software are licensed on a subscription basis for a specified period of time. Subscriptions expire at the end of the applicable subscription period unless renewed. Some Subscriptions renew automatically until canceled. The Subscription term for Online Services that are billed in arrears based on usage is the same as the billing period unless otherwise specified in the Product Terms. Perpetual Software licenses become perpetual upon payment in full.

c. **End Users.** Customer will control access to, and use of, the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

d. **Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

e. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products and Services Deliverables are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

f. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

   **(i)** reverse engineer, decompile, or disassemble any Product or Services Deliverable, or attempt to do so (except where applicable law permits despite this limitation);

   **(ii)** install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;

   **(iii)** work around any technical limitations in a Product or Services Deliverable or restrictions in Product documentation;

   **(iv)** separate and run parts of a Product or Services Deliverable on more than one device;

   **(v)** upgrade or downgrade parts of a Product at different times;

   **(vi)** transfer parts of a Product separately; or

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Microsoft

(vii) distribute, sublicense, rent, lease, or lend any Products or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

g. **License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must provide the transferee a copy of these General Terms, the applicable Product Terms and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

h. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit Products, Customer meets the respective eligibility requirements (https://aka.ms/eligiblitydefinition). Microsoft reserves the right to verify eligibility and suspend Product use if requirements are not met.

### *Professional Services*

a. **Performance of Professional Services.** Upon Microsoft's acceptance of each Statement of Services and subject to Customer's compliance with this Agreement, Microsoft will perform the Professional Services ordered as provided in this Agreement and the applicable Statement of Services.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Pre-existing Work.** All rights in any computer code or other written materials a party develops or obtains independent of this Agreement ("Pre-existing Work") will remain the sole property of the party providing it. Each party may use, reproduce, and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

d. **Services Deliverables.** Subject to Customer's compliance with this Agreement, Microsoft grants Customer a non-exclusive, limited license to use and modify the Services Deliverables as provided in this Agreement, including, without limitation, the reservation of rights, restrictions, and license transfer provisions under the section entitled License to use Microsoft Products. These licenses are solely for Customer's own use and business purposes in connection with its use of Products and are nontransferable except as expressly permitted under this Agreement or applicable law.

e. **Affiliates' rights to Services Deliverables.** Customer may sublicense its rights in Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with this Agreement.

### *Non-Microsoft Products*

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible and liable for its use of any Non-Microsoft Product.

### *Verifying compliance*

a. **Verification process.** Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. Microsoft may engage an independent auditor under nondisclosure obligations to perform the verification. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and visual

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access to systems running the Products. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

b. **Remedies for non-compliance.** If verification reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less.

### *Data Protection and Processing*

Microsoft and its Affiliates, and their respective agents and subcontractors, will process Customer Data, Personal Data, and Professional Services Data as provided in this Agreement and the DPA, which is incorporated by reference. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

### *Confidentiality*

a. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, Professional Services Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products, or services.

b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Product Terms and DPA provide additional terms regarding the disclosure and use of Customer Data.

c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. **Duration of Confidentiality obligation.** These obligations apply: (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

### *Warranties*

a. **Limited warranties and remedies.** To the extent permitted by applicable law, the remedies below are Customer's sole remedies for breach of the warranties provided in this section, and Customer waives any warranty claims not made during the applicable warranty period.

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(i) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(ii) **Software.** Microsoft warrants that the Software version that is current at the time Customer acquires it will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (1) return the amount Customer paid for the Software license or a prorated portion of the applicable subscription fee or (2) repair or replace the Software.

(iii) **Professional Services.** Microsoft warrants that it will perform Professional Services with the applicable professional standard of care and skill in the industry. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days from the completion of the work giving rise to the warranty claim, then Microsoft will, at its discretion, either re-perform the Professional Services or return the amount Customer paid for them.

b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement or applicable documentation, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. **Disclaimer.** Except for the limited warranties above or as required by applicable law, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties and conditions, including warranties and conditions of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Professional Services that are provided without charge are provided "AS IS," WITHOUT ANY WARRANTY OR CONDITION.

### *Defense of third-party claims*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Services Deliverable made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product or Services Deliverable with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Services Deliverable after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Services Deliverable, alone or in combination with anything else, violates the law or harms a third party.

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### *Limitation of liability*

Subject to the Exclusions, Exceptions and Applicability provisions in subsections e, f, and g, each party's liability to the other party for each Product or Professional Service provided under this Agreement is limited to direct damages finally awarded, not to exceed an amount determined as follows:

a. **Perpetual Licenses.** For each Product licensed on a perpetual basis, each party's maximum, aggregate liability is the amount Customer paid for the applicable licenses.

b. **Subscriptions.** For each Product licensed on a subscription basis, each party's maximum, aggregate liability is the total amount of subscription fees Customer paid to use the Product during the 12 months preceding the most recent incident giving rise to the claim(s).

c. **Professional Services.** For Professional Services, each party's maximum, aggregate liability is the amount Customer paid for the applicable Professional Services.

d. **Free offers and distributable code.** For Products or Professional Services provided free of charge, and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

e. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages; loss of revenue, profits, or anticipated savings (whether direct or indirect); or loss of use, loss of business information, or interruption of business, however caused or on any theory of liability.

f. **Exceptions.** No limitation or exclusions under this Agreement will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data and Professional Service Data, which will remain subject to the limitations and exclusions above); (2) obligations under the section entitled Defense of Third-Party Claims; or (3) violation of the other party's intellectual property rights.

g. **Applicability.** To the extent permitted by applicable law, the limitations, exclusions, and exceptions set forth in this Limitation of Liability section apply to all claims and damages under or relating to this Agreement or the Products or Professional Services provided under this Agreement, including, without limitation, breach of contract, breach of warranty, strict liability, and negligence and other torts, even if the parties knew or should have known about the possibility of the damages.

### *Partners*

a. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

b. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner, Customer may choose to provide that Partner with administrator privileges. Customer consents to Microsoft and its Affiliates providing that Partner with Customer Data and Administrator Data for purposes of provisioning, administering, and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

c. **Product Support.** Partners may provide support for Products and other value-added services, and Partner is responsible for the performance of any services it provides. If Customer purchases Microsoft Support Services through a Partner, Microsoft will be responsible for the performance of those services subject to the terms of this Agreement.

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### *Pricing and payment*

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide its balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of up to two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

e. **Cancelation fee.** If a Subscription or Statement of Services permits early termination and Customer cancels the Subscription or Statement of Service before the end of the Subscription or billing period, Customer may be charged a cancelation fee. More details about cancelation can be found in the Product Terms.

f. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to store Customer's payment details and process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of automated clearing house or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

g. **Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer will also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer will be responsible for any applicable stamp taxes and for all other

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taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products or Professional Services by Customer to its Affiliates. Microsoft will be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

### *Term and termination*

a. **Term.** This Agreement is effective until terminated by a party, as described below.

b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses. Licenses granted on a subscription basis and access to Online Services and Microsoft Support Services will continue for the remainder of the then-current subscription period(s) or support term, subject to the terms of this Agreement.

c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

   **(i)** All licenses granted under this Agreement will terminate immediately except for fully paid, perpetual licenses.

   **(ii)** All amounts due under any unpaid invoices shall become due and payable immediately. For Subscriptions billed in arrears based on usage, Customer must pay for all unpaid usage as of the termination date immediately upon receipt of an invoice.

   **(iii)** If Microsoft is in breach, Customer will receive a credit for any Subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

   **(iv)** Customer must pay for all Professional Services provided as of the termination date immediately upon receipt of an invoice.

d. **Suspension.** During any period of material breach by Customer, Microsoft may suspend a Subscription or Statement of Services without terminating this Agreement. Microsoft will give Customer 30 days' notice before such suspension unless Microsoft's charge against Customer's payment method is declined or Microsoft reasonably believes immediate suspension is required to prevent unauthorized access to Customer Data or to ensure the ongoing confidentiality, integrity, availability, or resilience of Microsoft's systems and services.

e. **Termination to comply with laws.** Microsoft may modify or discontinue offering a Product or Professional Service and/or terminate a Subscription or Statement of Services for that Product or Professional Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement that is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product or Professional Service without modification; or (3) causes Microsoft to believe this Agreement or the Product or Professional Services offering may conflict with any such requirement or obligation. If Microsoft terminates a Subscription or Statement of Services under this provision, Customer will receive, as its sole remedy, a refund for any amount paid in advance for any period after termination. Customer will pay for all services provided or used before termination.

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### *Modifications to this Agreement*

Microsoft may update this Agreement from time to time. No changes will apply to perpetual Software licenses previously acquired. Changes will apply to new orders and to existing Subscriptions and Statements of Services as follows:

a. **DPA and SLA.** Changes to the DPA and SLA will apply as provided in those documents.

b. **Product Terms.** Material Adverse Changes will not apply during the then-current Subscription term but will take effect upon renewal. All other changes will apply when they are published on the Product Terms site. In addition, for Software Subscriptions, if Customer chooses to update the Software to a new version before the end of the Subscription term, the terms in effect at the time of the update will apply to the use of that Software.

c. **Other terms.** Customer may be required to accept revised or additional terms when placing a new order. For existing Subscriptions and Statements of Services, Customer will be notified at least 60 days before changes take effect to these General Terms or any other terms that are part of the Agreement except the DPA, SLA, and Product Terms, which have separate terms for updates. Such changes will take effect upon renewal unless Customer accepts them earlier in the manner specified in the notice and will not supersede or modify any amendments to this Agreement. Customer agrees that its continued use of the Products or Professional Services after renewal will constitute its acceptance of all changes. If Customer does not agree to the changes, it must stop using the Products and Professional Services by the end of the Subscription or support term and turn off recurring billing for any Subscriptions that are set to renew automatically.

d. **Changes proposed by Customer.** Customer may not modify this Agreement. Any additional or conflicting terms contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

### *Miscellaneous*

a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.

c. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

d. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

e. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

f. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

g. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

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h. **Notices.** All notices must be in writing. Except for notices relating to arbitration (as provided in certain supplemental terms for individual users), notices to Microsoft must be sent to the following address and will be deemed received on the date received at that address:

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511-1137
USA

Microsoft may provide Customer with information and notices electronically, including via email, through the portal for an Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

i. **Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

j. **Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

**(i)** If Microsoft brings the action, the venue will be where Customer has its headquarters.

**(ii)** If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.

**(iii)** If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be Ireland.

**(iv)** The parties consent to personal jurisdiction in the agreed venues. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

k. **Order of precedence.** If there is a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) DPA; (2) these General Terms; (3) Product Terms; (4) SLA; and (5) any additional terms presented when an order is placed. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

l. **Microsoft Affiliates and subcontractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use subcontractors to provide certain services. Microsoft remains responsible for their performance.

m. **Government procurement rules.** If Customer is a government entity or is otherwise subject to government procurement requirements, Customer represents and warrants that (1) it has complied and will comply with all applicable government procurement laws and regulations; (2) it is authorized to enter into this Agreement; and (3) this Agreement satisfies all applicable procurement requirements.

n. **Compliance with Trade Laws.** Products and Services Deliverables may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products and Services Deliverables, including, without limitation, trade laws such as the U.S. Export Administration Regulations and International Traffic in Arms Regulations and sanctions regulations administered by the U.S. Office of Foreign Assets Control ("OFAC") ("Trade Laws"). Customer will not take any action that causes Microsoft to violate U.S. or other applicable Trade Laws. Microsoft may suspend or terminate this Agreement to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws.

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## *Definitions*

"Administrator Data" means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party.

"Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

"Customer Data" means all data, including all text, sound, video or image files, and software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services. Customer Data does not include Professional Services Data.

"DPA" means the Microsoft Products and Services Data Protection Addendum, as updated from time to time, published at https://aka.ms/DPA or a successor site and any additional data protection terms that Microsoft presents with this Agreement.

"End User" means any person Customer permits to use a Product or access Customer Data.

"Fix" or "Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Licensing Site" means http://www.microsoft.com/licensing/docs or a successor site.

"Material Adverse Change" means any change to the Use Rights for a Product that could reasonably affect Customer's decision to purchase the Product and that would require Customer to purchase additional licenses, increase the cost to Customer of using the Product, remove an existing right, or place additional restrictions on the use of the Product.

"Microsoft" means Microsoft Corporation.

"Microsoft Support Services" means Product support services that Microsoft offers under this Agreement as described in the Product Terms.

"Non-Microsoft Product" means any third party-branded software, data, service, website, or product, unless incorporated by Microsoft in a Product.

"Online Services" means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

"Partner" means a company Microsoft has authorized to distribute Products to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Pre-Existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Agreement.

"Product" means all Software and Online Services that Microsoft offers under this Agreement as identified in the Product Terms, including previews, prerelease versions, updates, patches, and Fixes from Microsoft. Product availability may vary by region. "Product" does not include Non-Microsoft Products.

"Product Terms" means the Use Rights and other terms, as updated from time to time, which are published at https://www.microsoft.com/licensing/terms or a successor site.

"Professional Services" means Microsoft Support Services and consulting services provided by Microsoft to Customer under this Agreement. "Professional Services" do not include Online Services.

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"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates (or that Customer or an Affiliate authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft or its Affiliates through an engagement with Microsoft to obtain Professional Services.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors, and consultants.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Services Deliverables" means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms, and machine learning models), other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Statement of Services" means any order under this Agreement that includes or describes Professional Services.

"Subscription" means a license for Customer to use or access a Product during a defined period of time.

"use" means to copy, download, install, run, access, display, or otherwise interact with.

"Use Rights" means the following sections of the Product Terms, as applicable to each Product offering: Use Rights, License Model terms, General Service Terms, Service Specific Terms, Add-ons, Universal License Terms, and Other Legal Terms.

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**SERIAL 180233-RFP**

**MYTHICS, ~~INC.~~ LLC., 4525 MAIN STREET, SUITE1500, VIRGINIA BEACH, VA 23462**

PRICING SHEET: NIGP CODE 20655

| | |
|---|---|
| Terms: | NET 30 |
| Vendor Number: | VS0000003170 |
| Certificates of Insurance | Required |
| Contract Period: | To cover the period ending **November 30, ~~2023~~ 2028.** |

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# EXHIBIT C

City's Insurance and Indemnity

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# Exhibit C

## Insurance and Indemnity

INDEMNIFICATION

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents from any and all third party loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) and from any and all third party claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising from the negligent acts and errors, or willful omissions of VENDOR in its performance of this Contract.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either admitted by the California Insurance Commissioner to do business in the State of California and rated no less than “A-VII” in the Best’s Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this

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Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

4. Technology Liability (Errors and Omissions) insurance appropriate to VENDOR’S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by VENDOR in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private

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information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

5. Cyber Liability (Privacy and Data breach) insurance. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation, and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

MINIMUM LIMITS OF INSURANCE

VENDOR shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance with limits of liability not less than those set forth below.

1. COMMERCIAL GENERAL LIABILITY

(i) $1,000,000 per occurrence for bodily injury and property damage;

(ii) $1,000,000 per occurrence for personal and advertising injury;

(iii) $2,000,000 aggregate for products and completed operations; and,

(iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

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(i) $1,000,000 each accident for bodily injury;

(ii) $1,000,000 disease each employee; and,

(iii) $1,000,000 disease policy limit.

4. TECHNOLOGY PROFESSIONAL LIABILITY :

(i) $1,000,000 per claim/occurrence; and,

(ii) $2,000,000 policy aggregate.

5. CYBER LIABILITY insurance with limits of not less than:

(i) $2,000,000 per claim/occurrence;
and,

(ii) $2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer,

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broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees as an additional insured all ongoing and completed operations. Additional Insured endorsements under the General Liability policy must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that VENDOR'S insurance shall be primary to and require no contribution from the City. Primary and Non Contributory language under the General Liability policy must be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

(vi) All insurance policies required herein shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

<u>The Cyber and Technology Professional Liability insurance</u> shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which VENDOR is engaged with the City for such length of time as necessary to cover any and all claims

<u>If the Technology Professional and Cyber Liability insurance policies) are written on a claims-made form:</u>

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by VENDOR.

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2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a three (3) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by VENDOR, VENDOR must purchase “extended reporting” coverage for a minimum of three (3) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

PROVIDING OF DOCUMENTS

VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY’S Risk Manager or his/her designee prior to CITY’S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that it’s subcontractors

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maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

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# EXHIBIT D

Vendor Quote

Docusign Envelope ID: E5F0C4E5-A1D3-8DCC-80EF-B5D84F282DF6

MYTHICS™

**4525 Main Street, Suite 1500**
**Virginia Beach, VA 23462**
DUNS #: 013358002
UEI: U2W4ZCG9WJA7
Fed Tax ID #: 54-1987871
CAGE Code: 1TA34

**Mythics POC:** **Noel Taylor**
**Phone**
**Mobile:** **(757) 617-0437**
**Fax:** **757.412.1060**
**Email:** **NTAYLOR@MYTHICS.COM**

**Company Name:** **City of Fresno**
**Contact:** **Dennis Jones**
**Email:** **Dennis.Jones@fresno.gov**
**Phone:**
**Project:** **Oracle Support Renewal**

**Quote Number:** **SR SUN-NK20266270 FY26V3**
**Estimate Prepared On:** **05/11/2026**
**Estimate Valid Through:** **06/30/2026**

| | |
|---|---|
| **Please include this reference on a valid PO** | **This PO incorporates the terms of Mythics quote number SR SUN-NK20266270 FY26V3 and Maricopa County Contract # 180233-002 (US Communities) by reference** |

## ORACLE SUPPORT RENEWAL

| Line Item | CSI | Oracle Product Description/License Type | Start Date | End Date | Serial # | Quantity | Support Type | Extended Price |
|---|---|---|---|---|---|---|---|---|
| Installed at City Of Fresno - ATTN: INFORMATION SERVICES DEPT 2600 FRESNO STREET, ROOM #1059, FRESNO, CA 93721, US | | | | | | | | |
| SR # SUN-NK20266270 | | | | | | | | |
| 1 | 21858825 | One 600 GB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $138.44 |
| 2 | 21858825 | Power cord: North America and Asia, 2.5 meters, 5-15P plug, C13 connector, 15 A (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $4.70 |
| 3 | 21858825 | Oracle Storage 12 Gb SAS PCIe HBA, internal (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $68.17 |
| 4 | 21858825 | SPARC S7-2 server: model family | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 5 | 21858825 | SPARC S7-2 server: model family | 04/01/2026 | 03/31/2027 | 1826NNT6N4 | 1 | Premier Support for Systems | $.00 |
| 6 | 21858825 | SPARC S7-2 server: base with 1 SPARC S7 8-core 4.27 GHz processor (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $1,597.19 |
| 7 | 21858825 | PCIe filler panel (for factory installation) | 04/01/2026 | 03/31/2027 | | 3 | Premier Support for Systems | $1.14 |
| 8 | 21858825 | One 16 GB DDR4-2400 DIMM (for factory installation) | 04/01/2026 | 03/31/2027 | | 4 | Premier Support for Systems | $320.12 |
| Installed at City Of Fresno - 2600 Fresno Street, Fresno, CA 93721, US | | | | | | | | |
| 9 | 17883060 | 2M LC to LC FC Optical Cable | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $38.75 |
| 10 | 17883060 | 2M LC to LC FC Optical Cable | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $38.75 |
| 11 | 17883060 | 2M LC to LC FC Optical Cable | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $38.75 |
| 12 | 17883060 | 2M LC to LC FC Optical Cable | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $38.75 |
| 13 | 17883060 | ST2500 2U Univ Rk Rail Kit | 04/01/2026 | 09/30/2026 | | 1 | Premier Support for Systems | $61.66 |
| 14 | 17883060 | ST2500 2U Univ Rk Rail Kit | 04/01/2026 | 09/30/2026 | | 1 | Premier Support for Systems | $61.66 |
| 15 | 17883060 | Sun SE M4000 Base Class | 04/01/2026 | 03/31/2027 | BDP11045A5 | 1 | Premier Support for Systems | $.00 |
| 16 | 17883060 | SPARC Enterprise M4000 server | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 17 | 17883060 | SE M4000 ATOBase,2PSU,1DVD,I/O | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $1,443.43 |
| 18 | 17883060 | OPT,FF1,BASE,MIN CONFIG,SUN | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 19 | 17883060 | StorageTek 8 Gb Fibre Channel PCIe HBA single port QLogic (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $1,134.44 |
| 20 | 17883060 | Power cord: global jumper, straight plug-connector, 2.5 meters, C14 plug, C19 connector, 13 A (for factory installatio | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $34.92 |
| 21 | 17883060 | Eight 2 GB DDR2-667 DIMMs for non-EU countries (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $7,903.56 |
| 22 | 17883060 | 2 SPARC(R) VII 4-core 2.53 GHz processors (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $11,559.05 |
| 23 | 17883060 | 146 GB 10000 rpm 2.5-inch SAS HDD with bracket (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $325.12 |
| 24 | 17883060 | ST2501 - Family | 04/01/2026 | 03/31/2027 | 1105BE9018 | 1 | Premier Support for Systems | $.00 |
| 25 | 17883060 | ST2501 - Family | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 26 | 17883060 | ST2500 AC Pwr Sup./Fan Mod,2U | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $599.96 |
| 27 | 17883060 | ST2501 SAS EXP-2 IOM | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $1,561.50 |

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| Line Item | CSI | Oracle Product Description/License Type | Start Date | End Date | Serial # | Quantity | Support Type | Extended Price |
|---|---|---|---|---|---|---|---|---|
| 28 | 17883060 | ST25X0 300GB 15Krpm SAS HDD | 04/01/2026 | 03/31/2027 | | 12 | Premier Support for Systems | $7,446.12 |
| 29 | 17883060 | 2501 CHASSIS RR NOHDD NOCTRL | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $616.42 |
| 30 | 17883060 | Power cord: North America and Asia, 2.5 meters, 5-15P plug, C13 connector, 15 A (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $20.48 |
| 31 | 17883060 | ST2501 - Family | 04/01/2026 | 03/31/2027 | 1105BE8F87 | 1 | Premier Support for Systems | $.00 |
| 32 | 17883060 | ST2501 - Family | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 33 | 17883060 | ST2500 AC Pwr Sup./Fan Mod,2U | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $599.96 |
| 34 | 17883060 | ST2501 SAS EXP-2 IOM | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $1,561.50 |
| 35 | 17883060 | ST25X0 300GB 15Krpm SAS HDD | 04/01/2026 | 03/31/2027 | | 12 | Premier Support for Systems | $7,446.12 |
| 36 | 17883060 | 2501 CHASSIS RR NOHDD NOCTRL | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $616.42 |
| 37 | 17883060 | Power cord: North America and Asia, 2.5 meters, 5-15P plug, C13 connector, 15 A (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $20.48 |
| 38 | 17883060 | 96 GB solid state Flash Accelerator PCIe Card with four 24 GB enterprise-class SLC flash modules | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $2,796.20 |
| 39 | 17883060 | 96 GB solid state Flash Accelerator PCIe Card with four 24 GB enterprise-class SLC flash modules | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $2,796.20 |
| | | Installed at City Of Fresno - 2600 Fresno Street Room 1059, FRESNO, CA 93721, US | | | | | | |
| 40 | 18665782 | LCA 2PC 12x146G-AC-RR | 04/01/2026 | 09/30/2026 | 0722BE1922 | 1 | Premier Support for Systems | $.00 |
| 41 | 17085847 | SE3510-10K-12X73-2RAID-AC-RR | 04/01/2026 | 09/30/2026 | 0000451-033700436F | 1 | Premier Support for Systems | $.00 |
| 42 | 17085847 | SE3510-876GB-12x73-2RAID-AC-RR | 04/01/2026 | 09/30/2026 | | 1 | Premier Support for Systems | $3,398.50 |
| 43 | 17085847 | SF V440:4*1.593GHz,16GB,4*73GB | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $21,408.02 |
| 44 | 17085847 | ASY,4x1.6GHZ,2PS,4x73GB/10K,16GB,S10,JES3,DiagON | 04/01/2026 | 03/31/2027 | 0535AD8141 | 1 | Premier Support for Systems | $.00 |
| 45 | 18665782 | 2540-1752G-12x146/15-2RAIDACRR | 04/01/2026 | 09/30/2026 | | 1 | Premier Support for Systems | $3,572.71 |
| 46 | 17883060 | Sun SE M4000 Base Class | 04/01/2026 | 03/31/2027 | BDF11045E0 | 1 | Premier Support for Systems | $.00 |
| 47 | 17883060 | StorageTek 8 Gb Fibre Channel PCIe HBA single port QLogic (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $1,134.44 |
| 48 | 17883060 | Power cord: global jumper, straight plug-connector, 2.5 meters, C14 plug, C19 connector, 13 A (for factory installatio | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $36.42 |
| 49 | 17883060 | Eight 2 GB DDR2-667 DIMMs for non-EU countries (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $7,903.56 |
| 50 | 17883060 | 2 SPARC(R) VII 4-core 2.53 GHz processors (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $11,559.05 |
| 51 | 17883060 | 146 GB 10000 rpm 2.5-inch SAS HDD with bracket (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $325.12 |
| 52 | 17883060 | SPARC Enterprise M4000 server | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 53 | 17883060 | SE M4000 ATOBase,2PSU,1DVD,I/O | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $1,442.95 |
| 54 | 17883060 | OPT,FF1,BASE,MIN CONFIG,SUN | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| | | Installed at City Of Fresno - 2600 Fresno St, FRESNO, CA 93721, US | | | | | | |
| 55 | 19597365 | Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Qlogic (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $1,285.40 |
| 56 | 19597365 | Oracle ZFS Storage ZS3-2: controller | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $6,478.83 |
| 57 | 19597365 | ASSY, ZS3-2, Base | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 58 | 19597365 | 2 Sun Storage 16 Gb FC short wave optics, Qlogic (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $727.64 |
| 59 | 19597365 | One 1.6 TB 2.5-inch SAS SSD read flash accelerator with bracket (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $2,720.13 |
| 60 | 19597365 | Power cord: Sun Rack jumper, straight, 2 meters, C14 plug, C13 connector, 10A (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $18.90 |
| 61 | 19597365 | Storage ZS3-2 ATO Base Model | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 62 | 19597365 | Oracle ZFS Storage ZS3-2: model family | 04/01/2026 | 03/31/2027 | 1427NM2011 | 1 | Premier Support for Systems | $.00 |
| 63 | 19597365 | Oracle Storage Drive Enclosure DE2-24P: base chassis (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $1,542.75 |
| 64 | 19597365 | Power cord: Sun Rack jumper, straight, 2 meters, C14 plug, C13 connector, 10A (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $18.90 |

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| Line Item | CSI | Oracle Product Description/License Type | Start Date | End Date | Serial # | Quantity | Support Type | Extended Price |
|---|---|---|---|---|---|---|---|---|
| 65 | 19597365 | Oracle Storage Drive Enclosure DE2-24P: model family | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 66 | 19597365 | Oracle Storage Drive Enclosure DE2-24P: model family | 04/01/2026 | 03/31/2027 | 1427NM400P | 1 | Premier Support for Systems | $.00 |
| 67 | 19597365 | One 2.5 inch SAS-2 SSD write flash accelerator with evo bracket (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $1,580.16 |
| 68 | 19597365 | Filler panel (for factory installation) | 04/01/2026 | 03/31/2027 | | 3 | Premier Support for Systems | $10.38 |
| 69 | 19597365 | One 900 GB 10000 rpm 2.5 inch SAS-2 HDD with evo bracket (for factory installation) | 04/01/2026 | 03/31/2027 | | 20 | Premier Support for Systems | $6,366.20 |
| 70 | 19597365 | Oracle ZFS Storage ZS3-2: controller | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $6,478.83 |
| 71 | 19597365 | ASSY, ZS3-2, Base | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 72 | 19597365 | 2 Sun Storage 16 Gb FC short wave optics, Qlogic (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $727.64 |
| 73 | 19597365 | Power cord: Sun Rack jumper, straight, 2 meters, C14 plug, C13 connector, 10A (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $18.90 |
| 74 | 19597365 | Storage ZS3-2 ATO Base Model | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 75 | 19597365 | Oracle ZFS Storage ZS3-2: model family | 04/01/2026 | 03/31/2027 | 1427NM2012 | 1 | Premier Support for Systems | $.00 |
| 76 | 19597365 | Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Qlogic (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $1,285.54 |
| 77 | 19597365 | One 16GB DDR3-1600 registered DIMM (for factory installation) | 04/01/2026 | 03/31/2027 | | 16 | Premier Support for Systems | $2,056.80 |
| 78 | 19597365 | One 1.6 TB 2.5-inch SAS SSD read flash accelerator with bracket (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $2,747.69 |
| 79 | 19595658 | 8Gb FC dual port, qlogic | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $873.98 |
| 80 | 19595658 | Flash Accelerator F80 PCIe Card: 800GB, eMLC (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $959.34 |
| 81 | 19595658 | Flash Accelerator F80 PCIe Card: 800GB, eMLC (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $959.34 |
| 82 | 19595658 | SPARC T5-2 server: base with 1 SPARC T5 16-core 3.6 GHz processor (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $6,381.62 |
| 83 | 19595658 | SPARC T5-2 server: model family | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 84 | 19595658 | SPARC T5-2 server: model family | 04/01/2026 | 03/31/2027 | AK00227243 | 1 | Premier Support for Systems | $.00 |
| 85 | 19597365 | Cable management arm | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $139.70 |
| 86 | 19597365 | One 16GB DDR3-1600 registered DIMM (for factory installation) | 04/01/2026 | 03/31/2027 | | 16 | Premier Support for Systems | $2,056.80 |
| 87 | 19595658 | SPARC T5-2 server: base with 1 SPARC T5 16-core 3.6 GHz processor (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $6,381.62 |
| 88 | 19595658 | One 8 GB DDR3-1066 registered DIMM (for factory installation) | 04/01/2026 | 03/31/2027 | | 16 | Premier Support for Systems | $955.04 |
| 89 | 19595658 | One 8 GB DDR3-1066 registered DIMM (for factory installation) | 04/01/2026 | 03/31/2027 | | 16 | Premier Support for Systems | $955.04 |
| 90 | 19595658 | Power cord: North America and Asia, 2 meters, 6-15P plug, C13 connector, 10 A (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $5.50 |
| 91 | 19595658 | Power cord: North America and Asia, 2 meters, 6-15P plug, C13 connector, 10 A (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $5.50 |
| 92 | 19595658 | 2 Sun Storage 16 Gb FC short wave optics, Qlogic (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $204.66 |
| 93 | 19595658 | 2 Sun Storage 16 Gb FC short wave optics, Qlogic (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $204.57 |
| 94 | 19595658 | One 600 GB 10000 rpm 2.5-inch SAS-2 HDD with marlin bracket (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $262.26 |
| 95 | 19595658 | One 600 GB 10000 rpm 2.5-inch SAS-2 HDD with marlin bracket (for factory installation) | 04/01/2026 | 03/31/2027 | | 2 | Premier Support for Systems | $262.16 |
| 96 | 19595658 | Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Qlogic (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $361.62 |
| 97 | 19595658 | Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Qlogic (for factory installation) | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $361.72 |
| 98 | 19595658 | SPARC T5-2 server: model family | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $.00 |
| 99 | 19595658 | SPARC T5-2 server: model family | 04/01/2026 | 03/31/2027 | AK00227242 | 1 | Premier Support for Systems | $.00 |
| Installed at City Of Fresno - 2600 FRESNO ST, FRESNO, CA 93721, US | | | | | | | | |
| 100 | 17085847 | 2540-1752G-12x146/15-2RAIDACRR | 04/01/2026 | 09/30/2026 | | 1 | Premier Support for Systems | $3,572.71 |
| 101 | 17085847 | ASY,4X1280GHZ,2PS,4X36GB,16GB | 04/01/2026 | 03/31/2027 | 0422AD1183 | 1 | Premier Support for Systems | $.00 |
| 102 | 17085847 | SF V490 2@1.8GHz,16GB,2-146GB | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $26,257.13 |

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| Line Item | CSI | Oracle Product Description/License Type | Start Date | End Date | Serial # | Quantity | Support Type | Extended Price |
|---|---|---|---|---|---|---|---|---|
| 103 | 17085847 | SF V440:4*1.28GHz,16GB,4*36GB | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $10,704.11 |
| 104 | 17106489 | SPT2000 8core 1.2GHz 16GB 2x73 | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $13,900.58 |
| 105 | 18665782 | 3510-876G-12x73-15K-2RAID-ACRR | 04/01/2026 | 09/30/2026 | | 1 | Premier Support for Systems | $3,398.50 |
| 106 | 17106489 | SPT2000 8core 1.2GHz 16GB 2x73 | 04/01/2026 | 03/31/2027 | | 1 | Premier Support for Systems | $13,900.96 |
| 107 | 17106489 | T20,8C,16GB,2X73G,1.2GH,ONT3 | 04/01/2026 | 03/31/2027 | 0716NNN045 | 1 | Premier Support for Systems | $.00 |
| 108 | 17106489 | T20,8C,16GB,2X73G,1.2GH,ONT3 | 04/01/2026 | 03/31/2027 | 0716NNN00F | 1 | Premier Support for Systems | $.00 |
| 109 | 18665782 | SE3510-15K-12X73-2RAID-AC-RR | 04/01/2026 | 09/30/2026 | 041907D424 | 1 | Premier Support for Systems | $.00 |
| 110 | 17085847 | AS2,2X1800MHZ,16GB,2X146GB,ROH | 04/01/2026 | 03/31/2027 | 0712AM0926 | 1 | Premier Support for Systems | $.00 |
| 111 | 17085847 | LCA 2PC 12x146G-AC-RR | 04/01/2026 | 09/30/2026 | 0722BE191E | 1 | Premier Support for Systems | $.00 |
| | | | | | | | **Premier Support for Systems Subtotal:** | **$228,799.88** |
| | | | | | | | **Quote Total:** | **$228,799.88** |

This quotation contains data that shall not be disclosed outside of City of Fresno and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose without the express written consent of Mythics, LLC. unless otherwise required by law

This quotation is an estimate and is an invitation for you to offer to purchase support services from Mythics subject to the terms and conditions herein. Your order is subject to Mythics` acceptance.
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- Support services are provided under Oracle`s then current technical support policies located at https://www.oracle.com/support/policies.html and the valid end user agreement set forth in the contract referenced at the top of this quote
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- Option year pricing is subject to change based on Oracle pricing adjustments/surcharges.

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