

**SERIAL 13120 RFP ORACLE PRODUCTS, SERVICES AND SOLUTIONS**

**DATE OF LAST REVISION: November 05, 2015 CONTRACT END DATE: April 30, 2017**

**CONTRACT PERIOD THROUGH APRIL 30, 2017**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **ORACLE PRODUCTS, SERVICES AND SOLUTIONS**

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 **April 23, 2017**.

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.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

SD/mm  
Attach

Copy to: Office of Procurement Services  
**James Foley, Office of Procurement Services**



## CONTRACT PURSUANT TO RFP

**SERIAL 13120-RFP**

This Contract Pursuant to Request for Proposals (RFP) Serial No. 13120 (the "Contract") is entered into this 23<sup>RD</sup> day of April 2014 (the "Contract Effective Date") by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and DLT Solutions LLC Virginia corporation ("Contractor") (collectively, the "Parties") for the purchase of Oracle Products, Services and Solutions.

### 1.0 CONTRACT TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 23<sup>rd</sup> day of April 2014 (the "Services Effective Date") and ending the April 30<sup>th</sup> 2017.
- 1.2 County may, at its option and with the agreement of Contractor, renew the term of this Contract for additional terms up to a maximum of two (2) additional years following the Contract Effective Date; or, at County's sole discretion, extend this Contract on a month-to-month basis for a maximum of six (6) months after expiration. County shall notify Contractor in writing of its intent to extend this Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEES AND ADJUSTMENTS

- 2.1 Contractor and County agree that the fees for services performed under this Contract are set forth in the Pricing Sheet attached hereto and incorporated herein as Exhibit A.
- 2.2 Contractor will provide County with one hundred eighty (180) days prior written notice of the revised service fees, if any, for subsequent agreement periods for which County may elect to renew beyond the initial term of three (3) years. If County agrees to the revised service fees, such changes will become effective the first day of the new applicable term and be reflected in a new Exhibit A provided by Contractor, which will replace the existing Exhibit A for the successor term.

### 3.0 PAYMENTS AND INVOICES

- 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) can be made. 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
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

- 3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 3.3.3 Payment shall 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/Finance/Vendors.aspx>).
- 3.3.4 Any payments made by County using an Electronic Funds Transfer (EFT) process will be made to the routing and account numbers designated by Contractor and include the details on the specific invoices that the payment covers. Contractor is required to discuss remittance delivery capabilities with its designated financial institution for access to those details.

#### 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 Contractor as herein provided are actually available to County for disbursement. County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state or federal agency 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 Contractor shall perform all duties stated in, and execute where applicable the Scope of Services incorporated herein as Exhibits B.
- 5.2 During the Contract term, County shall 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 (For Professional Services).

## 6.0 TERMS and CONDITIONS

### 6.1 INDEMNIFICATION

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all third party claims, direct damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, attributable to, caused by, or alleged to have resulted from the acts, errors, omissions, mistakes or malfeasance of Contractor and its subcontractors, agents, representatives, officers, directors, officials, and employees, in the performance of or relating to the performance of the provisions of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any third party claim, direct damage, loss or expense that is caused by any acts, errors, omissions or mistakes in the performance of this Contract by Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 The amount and type of insurance coverage requirements set forth in this Contract will in no way be construed as limiting the scope of the indemnity in Section 6.1.1.
- 6.1.3 The scope of Contractor's indemnification obligation under Section 6.1.1 does not extend for claims that arise due to the sole negligence errors, omissions, mistakes or malfeasance of County.

### 6.2 INSURANCE

- 6.2.1 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.
- 6.2.2 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 this 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.
- 6.2.3 Contractor's insurance, naming County as additional insured, shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect County's right to coverage afforded under the insurance policies.
- 6.2.5 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.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any

deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 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 Insured's.

6.2.8 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.

6.2.9 Commercial General Liability:

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

6.2.10 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 Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of Contractor's work or services under this Contract.

6.2.11 Workers' Compensation:

6.2.11.1 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 for each disease for each employee, and \$1,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent any damages are covered by the Workers' Compensation, Employer's Liability, Automobile Liability, CGL, or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 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 of Contractor, with limits of no less than \$1,000,000 for each claim and/or occurrence.

6.2.13 Certificates of Insurance:

6.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish County with valid and complete certificates of insurance, or formal endorsements as required by this Contract in the form provided by 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.

6.2.13.1.1 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.

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

6.2.14 Cancellation and Expiration Notice:

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to County.

6.3 WARRANTY OF SERVICES

6.3.1 Contractor warrants that all services provided hereunder will conform to the requirements of this Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by Contractor shall not relieve Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein, if a remedy is not otherwise specified in this Contract. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 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.

6.4.2 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.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 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:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

- 6.5 REQUIREMENT OF CONTRACT BOND(S) (APPLIES TO PROFESSIONAL SERVICES AND WILL BE DETERMINED BY EACH PROJECT BY REQUESTOR)
- 6.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond(s), which shall become binding upon the award of the Contract to the Contractor.
- 6.5.1.1 A 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 solely for the protection of claimants supplying labor or 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 NOTICES

Except for notices containing protected health information (PHI), in which case Exhibit C hereto shall govern, all notices given pursuant to the terms of this Contract shall be addressed to:

For County:  
Maricopa County  
Office of Procurement Services  
Attn: Chief Procurement Officer  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:  
DLT Solutions LLC  
~~13861 Sunrise Valley Drive, Suite 400~~  
**2411 Dulles Corner Park Suite 800**  
Herndon, VA 20171

6.7 REQUIREMENTS CONTRACT

- 6.7.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.7.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be

canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

**6.8 TERMINATION FOR CONVENIENCE**

County reserves the right to terminate this Contract at any time, in whole or in part and without penalty or recourse, by providing at least ten (10) days prior written notice. Upon receipt of the written notice, Contractor shall immediately stop all work, notify all subcontractors of the effective date of the termination and minimize all further costs to County. In the event of termination under this Section, all documents, data and reports prepared by Contractor or its subcontractors or agents under this Contract shall become the property of and be delivered to County or its designee upon demand. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination provided that such services are performed in accordance with the provisions of this Contract.

**6.9 TERMINATION FOR DEFAULT**

6.9.1 In addition to the rights reserved in this Contract, County may terminate this Contract at any time, in whole or in part and without penalty or recourse, due to the failure of Contractor to comply with any term or condition of this Contract and its exhibits, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to perform its obligations or make satisfactory progress in performing its obligations under this Contract. The Parties agree that termination under this Section shall not occur unless written notice of the alleged breach or non-performance is first given to Contractor and Contractor fails to cure the alleged breach or non-performance within fifteen (15) days following receipt of such written notice. The Procurement Officer shall provide written notice of the termination and the reasons for it to Contractor. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination provided that such services are performed in accordance with the provisions of this Contract.

6.9.2 Upon termination under Section 6.7.1, all goods, materials, documents, data and reports prepared by Contractor or its subcontractors or agents under this Contract shall become the property of and be delivered to County on demand.

6.9.3 County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. Contractor shall be liable to County for any excess costs incurred by County in procuring materials or services in substitution for those due from Contractor if termination by County was made pursuant to Section 6.7.1.

6.9.4 Contractor shall continue to perform in accordance with the requirements of this Contract up to the date of termination, as directed in the termination notice.

**6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST**

Notice is given that pursuant to A.R.S. §38-511, County may cancel this Contract without penalty or further obligation within three (3) years after execution of this Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of County is at any time while this Contract or any extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract with respect to the subject matter of this Contract. Additionally, pursuant to A.R.S §38-511, County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of County from any other party to this Contract arising as the result of this Contract.

**6.11 OFFSET FOR DAMAGES**

In addition to all other remedies at law or equity, County may offset from any money due to Contractor any amounts Contractor owes to County for damages resulting from breach or deficiencies in performance under this Contract.

**6.12 ADDITIONS/DELETIONS OF SERVICE**

County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between Contractor and County.

**6.13 RELATIONSHIPS**

In the performance of the services described herein, 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, partnership, principal and agent, joint venture or joint employers between County and Contractor. Except as expressly set forth in this Contract, Contractor does not have the authority to enter into any contract or incur any liability on behalf of County.

**6.14 SUBCONTRACTING**

Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project. Any use by Contractor of Contractor's affiliates as subcontractors, or other subcontractors, to perform Contractor's services under this Contract, is subject to Contractor remaining primarily responsible for its obligations under this Contract and ensuring that services are provided to the same extent that Contractor would have provided such services had Contractor performed those services without the use of an affiliate or subcontractor. In addition, Contractor shall ensure that any and all such affiliates and subcontractors agree to the same restrictions, conditions, and requirements that apply through this Contract to such affiliates and subcontractors and shall keep County informed concerning the performance of all affiliates and subcontractors.

**6.15 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.

**6.16 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW**

6.16.1 In accordance with section MCI 367 of the Maricopa County Procurement Code, Contractor agrees to retain 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. County, Federal or State auditors and any other persons duly authorized by County shall have full access to, and the right to examine, copy and make use of, any and all said materials in the context of the audit.

6.16.2 If 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, Contractor shall reimburse County for the services not so adequately supported and documented.

6.17 **AUDIT DISALLOWANCES**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future service fee invoice submitted by Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by Contractor.

6.18 **SEVERABILITY**

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 this Contract.

6.19 **RIGHTS IN DATA**

County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder. County and Contractor acknowledge that records created pursuant to performance of this Contract may be determined to be public records under the Arizona Public Records Law, A.R.S. §§ 39-101 to -161 unless an exception is recognized under Federal or State law.

6.20 **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.

6.21 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**

6.21.1 By entering into this Contract, Contractor warrants compliance with (i) the Immigration and Nationality Act (INA) and all other federal immigration laws and regulations related to the immigration status of Contractor's employees, and (ii) A.R.S. §23-214(A) and its e-verify requirements. Contractor shall obtain statements from its subcontractors similarly certifying compliance and shall furnish the statements to the County Procurement Officer upon request. These warranties shall remain in effect through the term of this Contract. 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 this Contract and verify employment eligibility of each employee 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 years, whichever is longer. I-9 forms are available for download at [USCIS.GOV](http://USCIS.GOV).

- 6.21.2 County retains the legal right to inspect the verification records and related documents of Contractor and subcontractor(s) performing work under this Contract to verify compliance with Section 6.19.1. Contractor and subcontractor shall be given reasonable notice of County's intent to inspect and shall make the documents available at the time and date specified. Should County suspect or find that Contractor or any of its subcontractors are not in compliance, County will consider this a material breach of this Contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Contract for default, and suspension and/or debarment of Contractor. All costs necessary to verify compliance are the responsibility of Contractor.

**6.22 CONTRACTOR LICENSE REQUIREMENT**

6.22.1 Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of its 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. 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 this Contract and shall comply with the same. Contractor shall immediately notify both the Maricopa County Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

**6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

6.23.1 The undersigned (authorized official signing for Contractor) certifies to the best of his or her knowledge and belief, that Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

6.23.1.2 have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Section 6.21.1.2; and

6.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.23.2 Should Contractor not be able to provide this certification, an explanation as to why should be attached to this Contract.

6.23.3 Contractor agrees to 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.

**6.24 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

**6.25 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 or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

**6.26 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.

6.27 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or otherwise engage in any unethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 6.27.1 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,
- 6.27.2 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 Maricopa County 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, and/or any remedy provided by this Contract.

6.28 TAXES

Contractor agrees to hold County harmless from any and all taxes, assessments or governmental charges incurred by it in connection with Contractor providing services under this Contract. If at any time County believes that a tax levied in connection with this Contract was not properly taxed or taxable, Contractor agrees to execute Arizona Form 285, as well as any other Representation Authorization Form or document necessary to permit County to contest the tax or seek a refund. In such event, Contractor agrees to fully cooperate with County in such matter.

6.29 PUBLIC RECORDS:

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 after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information 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. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.30 INCORPORATION OF DOCUMENTS

The Parties agree that the following attached Exhibits are made part of this Contract:

- 6.30.1 Exhibit A, Pricing Sheet;
- 6.30.2 Exhibit B, Scope of Work;
- 6.30.3 Exhibit C, Oracle License Definitions and Rules.
- 6.30.4 Exhibit D, DLT Solutions, Oracle End User License Agreement (EULA)
- 6.30.5 Exhibit E, ~~Managed Cloud Services Terms and Conditions~~  
**Oracle Terms and Conditions Cloud Services**
- 6.30.6 Exhibit F, Manufacturers Statement of Terms for Hardware
- 6.30.7 Exhibit G, Maricopa County Contractor Travel Policy

IN WITNESS WHEREOF, this Contract is executed on the dates set forth below.

**CONTRACTOR**

DLT Solutions LLC

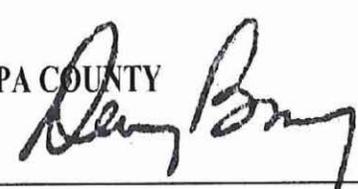
  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

VP General Counsel  
\_\_\_\_\_  
PRINTED NAME AND TITLE

13861 Sunrise Valley Dr., Suite 400  
Herndon VA 20171

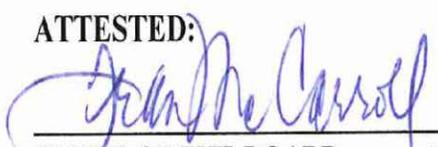
4/8/2014  
\_\_\_\_\_  
DATE

MARICOPA COUNTY

  
\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

APR 23 2014  
\_\_\_\_\_  
DATE

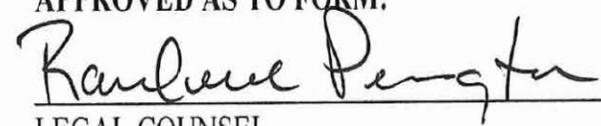
ATTESTED:

  
\_\_\_\_\_  
CLERK OF THE BOARD

042314

APR 23 2014  
\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LEGAL COUNSEL

21 April 2014  
\_\_\_\_\_  
DATE

**EXHIBIT A**  
**PRICING SHEET**

SERIAL 13120-RFP  
 RESPONDENT'S NAME: DLT SOLUTIONS, LLC  
 COUNTY VENDOR NUMBER : 2011004671 0  
 ADDRESS: 13861 SUNRISE VALLEY DRIVE, SUITE 400  
2411 Dulles Corner Park Suite 800  
 CITY STATE: HERNDON, VA. 20171  
 TELEPHONE NUMBER: 703-709-7172  
 WEB SITE: www.dlt.com  
 CONTACT (REPRESENTATIVE): Livia Alfano  
 REPRESENTATIVE'S E-MAIL ADDRESS: [livia.alfano@dlt.com](mailto:livia.alfano@dlt.com) [layla.griffin@dlt.com](mailto:layla.griffin@dlt.com)

PAYMENT TERMS. NET 30

	Min. Discount for Licenses XX%	Maintenance Price based on a Percentage of Discounted License Cost*
<b>1.0 Technology Recap</b>		
MINIMUM DISCOUNTS	28.57%	22.00%
<b>2.0 E-Business Suite Applications Component Recap</b>		
MINIMUM DISCOUNTS	28.57%	22.00%
<b>3.0 Primavera Recap</b>		
MINIMUM DISCOUNTS	28.57%	22.00%
<b>4.0 PeopleSoft Component Recap</b>		
MINIMUM DISCOUNTS	28.57%	22.00%
<b>5.0 JD Edwards Component Recap</b>		
MINIMUM DISCOUNTS	28.57%	22.00%
<b>6.0 Siebel CRM Applications Recap</b>		
MINIMUM DISCOUNTS	28.57%	22.00%
<b>7.0 Business Intelligence Applications Component Recap</b>		
MINIMUM DISCOUNTS	28.57%	22.00%
<b>8.0 Fusion Applications Component Recap</b>		
MINIMUM DISCOUNTS	28.57%	22.00%
<b>9.0 Oracle Linux Support and Oracle VM Support Recap</b>	0.00%	0.00%
MINIMUM DISCOUNTS *RIGHTNOW	2%	0%

**10.0 Application Integration Architecture Recap**

MINIMUM DISCOUNTS 0.00% 0.00%

**11.0 Solaris Premier Subscription for Non-Oracle Hardware Recap**

MINIMUM DISCOUNTS \*TALEO 0.00% 0.00%

2% 0%

**12.0 MySQL Recap**

MINIMUM DISCOUNTS 28.57% 22.00%

**13.0 Labor Rate(s) Recap**

Part Number	Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
DLT0001	Installation Engineer	\$169.36	\$174.44	\$179.67	\$185.06	\$190.61	\$196.33
DTL002	Systems Engineer	\$179.35	\$184.73	\$190.28	\$195.98	\$201.86	\$207.91
DTL003	Sr. Systems Engineer	\$193.27	\$199.06	\$205.03	\$211.18	\$217.52	\$224.05
DLT004	Application Developer	\$176.65	\$181.95	\$187.41	\$193.03	\$198.83	\$204.79
DLT005	Sr. Application Developer	\$184.76	\$190.30	\$196.01	\$201.89	\$207.94	\$214.17
DLT0027	Director/Engineer	\$184.76	\$190.30	\$196.01	\$201.89	\$207.94	\$214.18
DLT0028	Senior Project Manager	\$221.11	\$227.74	\$234.58	\$241.61	\$248.86	\$256.32
DLT0029	Project Manager/Engineer	\$215.81	\$222.28	\$228.95	\$235.82	\$242.89	\$250.18
DLT0030	Senior Consultant/Engineer	\$197.99	\$200.68	\$206.70	\$209.57	\$215.86	\$222.33
DLT0031	Consulting/Engineer	\$169.36	\$174.44	\$179.67	\$185.06	\$190.61	\$196.33

**14.0 HARDWARE, SERVERS AND STORAGE**

MINIMUM DISCOUNTS 19.68% 10.50%

\*Valid Quote from DLT required.

**15.0 TRAINING**

\$0 - \$10,000	13.30%
\$10,001 - \$25,000	18.40%
\$25,001 - \$50,000	23.50%
\$50,001 - \$100,000	28.60%
\$100,001 - \$250,000	33.70%
\$250,001 +	38.80%

**16.0 ORACLE FUSION CLOUD SERVICES (Requires valid quote from DLT)**

2%

<p><b>17.0 Special Solution</b>  <i>For items which are not available under any of the previous 16 sections of this Exhibit A but are commercially available from Oracle and required by US Communities end users. Pricing will be negotiated on an order-by-order basis between DLT Solutions and the prospective end user. Items available under any of the previous 16 sections of this Exhibit A <u>shall not</u> be sold as a special solution or included in any bundle as a special solution.</i></p> <p>Cloud services offerings” may be purchased under this Contract. Cloud services offering means Oracle’s software as a service (SaaS), platform as a service (PaaS) or infrastructure as a services (IaaS). These cloud services offerings are provided exclusively under the contract terms and conditions in stated in Exhibit E (Public Sector Terms and Conditions for Oracle Cloud Services v120112) together with the applicable ordering document detailing the particular cloud services offerings purchased. No other services terms of this Contract apply to cloud services offerings.</p>	<p>Price as negotiated by user</p>
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- Line 18 – Oracle Platform as a Service                    2%
- Line 19 – Oracle Infrastructure as a Service                2%

**15.0 BAND PRICING**

Oracle Technology and Application Products				
Transaction Band	Oracle Technology Products *Not applicable to Solaris	Oracle Technology Products to Academics	End user with Annual Revenue or Operating Budget (includes all applications except MySQL, Solaris and Primavera) <=\$100M	End user with Annual Revenue or Operating Budget (includes all applications except MySQL, Solaris and Primavera) >=\$100M
\$0- \$25,000	28.57%	28.57%	46.00%	28.57%
\$25,001 - \$50,000	28.57%	28.57%	46.00%	28.57%
\$50,001 - \$100,000	28.57%	28.57%	46.00%	28.57%
\$100,001 - \$250,000	28.57%	32.00%	47.00%	28.57%
\$250,001 - \$1,000,000	32.00%	33.00%	48.00%	32.00%
\$1,000,001 & up	40.00%	40.00%	48.00%	40.00%

(1) Prices shown indicate a minimum percentage off of Oracle's suggested retail price. DLT offers volume discounts and special pricing where applicable.

**\* Structured Support Pricing Notes:**

2<sup>nd</sup> year support: Base price plus 10%.

Year over Year support price escalation or inflation not to exceed 3% years 3-5.

**SCOPE OF WORK**

**1.0 INTRODUCTION AND BACKGROUND**

**1.1 MASTER AGREEMENT**

Contract to provide Maricopa County (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts (public and private), and higher education institutions (public and private) in the United States of America, and other government agencies (herein “Participating Public Agencies”) a complete line of Oracle Products, Services and Solutions (herein “Products and Services”). Contractor shall seek authorization from Oracle to offer Master Agreement to any non-profit organizations and upon authorization shall offer Master Agreement to such non-profit organizations.

ALL PRODUCTS OFFERED MUST BE NEW OR LIKE NEW AND OF LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED BY ORACLE.

**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**

- 1.3.1 **Oracle Products, Services and Solutions:** Contractor is provide the broadest possible selection of Oracle Products, Services and Solutions they offer currently and in the future (based on Oracle Products:
- 1.3.2 **Applications:** Customer Experience, Enterprise Performance Management, Enterprise Resource Planning, Human Capital Management, Supply Change Management, and any other Applications offered by Supplier
- 1.3.3 **Database:** Oracle Database, Real Application Clusters, Data Warehousing, Data Security, MYSQL, Berkeley Database, TimeTen in memory Database, and any other Database Products and Services offered by Supplier.
- 1.3.4 **Engineered Systems:** Big Data Appliance, Exadata Database Machine, Exalogic Elastic Cloud, Exalytics in-memory Machine, Database Appliance, Oracle Super Cluster, Oracle Virtual Compute Appliance, Sun, and any other Engineered Systems offered by Supplier.
- 1.3.5 **Enterprise Management:** Cloud Management, Application Management, Database Management, Middleware Management, Hardware and Virtualization Management, Heterogeneous Management, Lifecycle Management and any other Enterprise Management offered by Supplier.

## EXHIBIT B

SERIAL 13120-RFP

- 1.3.6 **Java:** Products and services.
- 1.3.7 **Middleware:** Cloud Application Foundation, Data Integration, Business Analytics, Identity Management, Service-Oriented Architecture, Business Process Management, WebCenter, WebLogic, and any other Middleware offered by Supplier.
- 1.3.8 **Operating Systems:** Oracle Solaris, Oracle Linux and any other Operating Systems offered by Supplier.
- 1.3.9 **Server, Storage and Networking:** SPARC, Oracle SuperCluster, X86, Blade, Netra, SAN Storage, NAS Storage, Tape Storage, Networking and Data Center Fabric Products and any other Server, Storage, and Networking products/services available from Supplier.
- 1.3.10 **Virtualization:** Oracle VM for X86, VM for SPARC, Virtual Desktop and other Virtualization available from Supplier.
- 1.3.11 **Services:** Consulting, Training, Financing, Cloud Based Services and Hosting and any other Support Services available from Supplier.
- 1.3.12 **Related Products, Services and Solutions:** Any related Oracle Products, Services and Solutions available from Supplier.
- 1.3.13 **“Cloud services offerings” may be purchased under this Contract. Cloud services offering means Oracle’s software as a service (SaaS), platform as a service (PaaS) or infrastructure as a services (IaaS). These cloud services offerings are provided exclusively under the contract terms and conditions in stated in Exhibit E (Public Sector Terms and Conditions for Oracle Cloud Services v120112) together with the applicable ordering document detailing the particular cloud services offerings purchased. No other services terms of this Contract apply to cloud services offerings.**

### 1.4 INTENT:

This contract is to provide a nationwide purchasing agreement for the acquisition of Oracle products, services and solutions, including but not limited to, Applications, Database, Engineered Systems, Enterprise Management, Java, Middleware, Operating Systems, Server, Storage, Networking, Virtualization, Financing, Hosting and all other services including consulting and other support services that are now offered by Oracle or may be in the future.

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 or Participating Public Agency’s needs or to ensure adequate competition on any project or task order work

### 2.0 CONTRACT REQUIREMENTS:

- 2.1 Throughout the life of this contract, the contractor will maintain expertise, resources and capabilities to:
  - 2.1.1 Provide commercial hardware, software, services and solutions as ordered under the task order;
  - 2.1.2 Perform consulting, assessment, design, integration, installation and managed Services/Solutions at the task order level;
  - 2.1.3 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 of this contract;

## EXHIBIT B

SERIAL 13120-RFP

- 2.1.4 Provide maintenance support Services/Solutions;
  - 2.1.5 Provide ancillary support (logistics support, etc.) relating to provisions of the above-listed products and Services/Solutions;
  - 2.1.6 Provide project management support for each deliverable under the contract; and
  - 2.1.7 Provide project specific and overall contract performance reporting, as required.
- 2.2 CURRENT PRODUCTS AND SERVICES REQUIRED:
- 2.2.1 **Applications**
    - 2.2.1.1 Customer Experience
    - 2.2.1.2 Enterprise Performance Management
    - 2.2.1.3 Human Capital Management
    - 2.2.1.4 Supply Change Management
    - 2.2.1.5 Other Applications available from Offeror
  - 2.2.2 **Database**
    - 2.2.2.1 Oracle Database
    - 2.2.2.2 Real Application Clusters
    - 2.2.2.3 Data Warehousing
    - 2.2.2.4 Data Security
    - 2.2.2.5 MYSQL
    - 2.2.2.6 Berkeley Database
    - 2.2.2.7 TimeTen in Memory Database
    - 2.2.2.8 Other Database Products and Services available from Offeror
  - 2.2.3 **Engineered Systems**
    - 2.2.3.1 Big Data Appliance
    - 2.2.3.2 Exadata Database Machine
    - 2.2.3.3 Exalogic Elastic Cloud
    - 2.2.3.4 Exalytics in-memory Machine
    - 2.2.3.5 Database Appliance
    - 2.2.3.6 Oracle Super Cluster
    - 2.2.3.7 Oracle Virtual Compute Appliance
    - 2.2.3.8 Sun
    - 2.2.3.9 Other Engineered Systems available from Offeror
  - 2.2.4 **Enterprise Management**
    - 2.2.4.1 Cloud Management
    - 2.2.4.2 Application Management
    - 2.2.4.3 Database Management
    - 2.2.4.4 Middleware Management
    - 2.2.4.5 Hardware and Virtualization Management
    - 2.2.4.6 Heterogeneous Management
    - 2.2.4.7 Lifecycle Management
    - 2.2.4.8 Other Enterprise Management available from Offeror
  - 2.2.5 **Java**

## EXHIBIT B

SERIAL 13120-RFP

### 2.2.6 Middleware

- 2.2.6.1 Cloud Application Foundation
- 2.2.6.2 Data Integration
- 2.2.6.3 Business Analytics
- 2.2.6.4 Identity Management
- 2.2.6.5 Service-Oriented Architecture
- 2.2.6.6 WebCenter
- 2.2.6.7 WebLogic
- 2.2.6.8 Other Middleware available from Offeror

### 2.2.7 Operating Systems

- 2.2.7.1 Oracle Solaris
- 2.2.7.2 Oracle Linux
- 2.2.7.3 Other Operating Systems available from Offeror

### 2.2.8 Server, Storage and Networking

- 2.2.8.1 SPARC
- 2.2.8.2 Oracle SuperCluster
- 2.2.8.3 X86
- 2.2.8.4 Blade
- 2.2.8.5 Netra
- 2.2.8.6 SAN Storage
- 2.2.8.7 NAS Storage
- 2.2.8.8 Tape Storage
- 2.2.8.9 Networking and Data Center Fabric Products
- 2.2.8.10 Other Server, Storage and Networking products/services available from Offeror

### 2.2.9 Virtualization

- 2.2.9.1 Oracle VM for X86
- 2.2.9.2 Oracle VM for SPARC
- 2.2.9.3 Oracle Virtual Desktop
- 2.2.9.4 Other Virtualization available from Offeror

### 2.2.10 Services

- 2.2.10.1 Consulting
- 2.2.10.2 Training
- 2.2.10.3 Financing
- 2.2.10.4 Cloud Based Services and Hosting
- 2.2.10.5 Other Support Services available from Offeror
- 2.2.10.6 **“Cloud services offerings” may be purchased under this Contract. Cloud services offering means Oracle’s software as a service (SaaS), platform as a service (PaaS) or infrastructure as a services (IaaS). These cloud services offerings are provided exclusively under the contract terms and conditions in stated in Exhibit E (Public Sector Terms and Conditions for Oracle Cloud Services v120112) together with the applicable ordering document detailing the particular cloud services offerings purchased. No other services terms of this Contract apply to cloud services offerings.**

- 2.2.10.7 *Special Solution*  
*For items which are not available under any of the previous 16 sections of this Exhibit A but are commercially available from Oracle and required by US Communities end users. Pricing will be negotiated on an order-by-*

## EXHIBIT B

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*order basis between DLT Solutions and the prospective end user. Items available under any of the previous 16 sections of this Exhibit A shall not be sold as a special solution or included in any bundle as a special solution.*

### 2.3 STAFF EXPERIENCE:

2.3.1 Contractor shall provide 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.

### 2.4 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.

### 2.5 SHIPPING CHARGES:

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

2.5.2 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.

### 2.6 DELIVERY:

2.6.1 Delivery shall be made within 48 hours ARO.

2.6.2 Exceptions to delivery schedule will be special order items that must be identified and approved by the ordering entity.

### 2.7 FACILITIES:

During the course of this Contract, the Maricopa 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.

### 2.8 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.

### 2.9 WARRANTY:

The minimum warranty 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.

## EXHIBIT B

SERIAL 13120-RFP

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

2.10 ACCEPTANCE: For Customer's Initial purchase of each Equipment and Software product. Licensor 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, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor 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 Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.11 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.

2.12 EXPEDITED DELIVERY:

2.12.1 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.

2.12.2 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.

2.12.3 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.

2.13 SHIPPING DOCUMENTS:

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

2.13.1 Contract Serial number.

2.13.2 Contractor's name and address.

2.13.3 Using Agency name and address.

2.13.4 Using Agency purchase order number.

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

2.14 USAGE REPORT:

Upon request, the Contractor shall furnish a quarterly usage report 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.

## **EXHIBIT B**

**SERIAL 13120-RFP**

2.15 TAX: MARICOPA COUNTY (SERVICES):

No tax shall be levied against labor or services. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.16 TAX MARICOPA COUNTY (COMMODITIES)

Tax shall not be levied against labor or Services. Sales/use tax will be determined by County. Tax will not be used in determine low price.

2.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

## EXHIBIT C

ORACLE LICENSE DEFINITIONS AND RULES**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.

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

**\$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 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 and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses.

**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.

**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.

**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.

**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.

**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).

**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 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 an external product. A unique connector is required for each distinct product that the software product is required to interface.

**\$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.

**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](http://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.

**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 Oracle Exadata Storage Server Software 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 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.

**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 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.

**\$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.

**Guest Room:** is defined as the number of guest rooms managed by the program.

**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.

**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](http://www.oracle.com/contracts) and which is incorporated by reference.

**Invoice Line:** is defined as the total number of invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional 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.

**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, 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.

**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 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 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 / Named User:** is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number

must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

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

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

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

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

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

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

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

**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.

**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.

**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.

**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.

**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 One or Standard Edition in the product name (with the exception of 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 program (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 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: Healthcare Transaction Base, 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, Management Pack for WebCenter Suite, Grid Engine, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non- Oracle Databases, 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: 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 program: 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 program: Oracle GoldenGate, 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.

For the purposes of the following program: 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 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.

**\$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.

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 Hyperion 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.

**500,000 Requests Per Day:** is defined as five hundred thousand requests from midnight to the next midnight (e.g., a day).

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, 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: Endeca Experience Manager, requests at the 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.

For the purposes of the following program: WebCenter Sites for Oracle ATG Web Commerce, requests to the WebCenter Sites or 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.

**Retail Register:** is defined as any device designed to record any part of a sales transaction.

**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.

**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](http://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.sun.com/bigadmin/hcl>. 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.

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.

**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.

**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.

### Technical Reference Manuals

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

### 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 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.

**1K Transactions:** is defined as one thousand unique transactions processed through the program during a 12 month period. You may not exceed the licensed number of transactions during a 12 month period unless you acquire additional transaction licenses from Oracle. For Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the program.

**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

**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**

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

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

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

#### **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/corporate/pricing/pricelists.html>, includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). **The above right only applies when a number of**

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

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

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

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- 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 Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- 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>.
- Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications\*, Oracle Documaker, Oracle Endeca\*, Oracle Knowledge, Oracle Media, Oracle Retail\*, Oracle Enterprise Taxation\*, Oracle Tax, Oracle Utilities\*, Oracle Financial Services\*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare\*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "\*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance

Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition;

Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Foundation for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.
- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- 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 Applications program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.
- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's)

from Oracle Application

workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.

- 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.
- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs). These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s)). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs may only be used to access data from the Hyperion Planning Plus program. The Oracle Data Integrator – Target Database program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

<b>Program</b>	<b>Named User Plus Minimum</b>
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Cloud File System	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor

GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
Enterprise Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non	10 Named Users Plus per Processor
Event-Driven Architecture Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor

WebCenter Suite	10 Named Users Plus per Processor
WebCenter Services	10 Named Users Plus per Processor
Universal Content Management Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor
Distributed Document Capture	10 Named Users Plus per Processor
Directory Services Plus	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Intelligent Collaboration	10 Named Users Plus per Processor
On Track Communication Standard Edition	10 Named Users Plus per Processor
On Track Communication Enterprise Edition	10 Named Users Plus per Processor
Enterprise Gateway for Access Management	10 Named Users Plus per Processor
Beehive Enterprise Messaging Server	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

\*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.

<b>Program</b>	<b>Named User Plus Maximum</b>
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective programs were

licensed; in that case the number of cores used to determine the number of licensed processors for the programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated program listed in Column B. Associated programs are those programs being used in conjunction with the program in Column A.

<b>Column A</b>	<b>Column B</b>
<b>Database Enterprise Edition Options*-</b> Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall, Retail Data Model, Communications Data Model  <b>Database Enterprise Management*-</b> Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database	Oracle Database Enterprise Edition, Audit Vault Server
<b>RDB Server Options*-</b> TRACE	Rdb Enterprise Edition, CODASYL DBMS
<b>WebLogic Suite Options**-</b> BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Business Process Management Suite	WebLogic Suite
<b>Application Server Enterprise Management**-</b> WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware	Associated application server program being managed by the program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe
<b>Business Intelligence Server Enterprise Edition Options-</b> Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition
<b>Business Intelligence Suite Enterprise Edition Plus Option-</b> Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
<b>Beehive Platform Options-</b> Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
<b>Hyperion Financial Data Quality Management Options-</b> Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
<b>Hyperion Financial Data Quality Management for Hyperion Enterprise Option-</b> Hyperion Financial Data Quality Management	Hyperion Financial Data Quality Management for Hyperion Enterprise
<b>Hyperion Data Integration Management Options-</b> Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management

\*If licensing by Named User Plus you must maintain, at a minimum, 25 Named Users Plus per Processor per associated program.

\*\* If licensing by Named User Plus you must maintain, at a minimum, 10 Named Users Plus per Processor per associated program.

#### **Licensing Rules for ATG Applications**

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at [C](#).
- 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 JD Edwards 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>.
- The programs also include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the programs. The programs may also contain other third party products.
- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.
- 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 g, 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**
- The Oracle Technology Foundation for JD Edwards EnterpriseOne and the Oracle Technology Foundation for JD Edwards EnterpriseOne Upgrade programs each include a limited use license for Oracle Database Standard Edition. The database may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. The database may be installed on an unlimited number of processors. If you require features and functions beyond those included with the Oracle Database Standard Edition, or if you require use of Oracle Database beyond your JD Edwards EnterpriseOne implementation, you may purchase a non-limited use license by contracting directly with Oracle or one of its authorized distributors.

The license for each of these programs also includes a limited use license for the following components of Oracle Fusion Middleware: Oracle Application Server Standard Edition or Oracle WebLogic Server Standard Edition (either of these products may be used, but both products cannot be used for the same function); Oracle JRockit JVM; Oracle Application Server Portal; Oracle WebCenter Services; Oracle BPEL Process Manager; Oracle Business Activity Monitoring; Oracle Application Server Single Sign-On; Oracle Access Manager Basic; Oracle Application Server Web Cache; and Oracle Business Intelligence Publisher. These components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. These components may be installed on an unlimited number of processors. If you require use of these components beyond your JD Edwards EnterpriseOne implementation you may purchase a non-limited use license for any of the Oracle components by contracting

directly with Oracle or one of its authorized distributors.

For the purpose of using Oracle Business Intelligence Publisher, Oracle will include a limited use license of Business Intelligence Publisher for use with JD Edwards EnterpriseOne programs. Any use of Business Intelligence Publisher outside of a JD Edwards EnterpriseOne program, such as with a your own "custom" applications as well as with other Oracle applications (including but not limited to Siebel Applications, PeopleSoft Applications, and/or Oracle Applications) will require a full use license of Business Intelligence Publisher. Business Intelligence Publisher may be installed on an unlimited number of processors.

The development tools included with these programs may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. 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 JD EDWARDS ENTERPRISE ONE PROGRAM WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

- The Technology Foundation and Technology Foundation Upgrade programs each include the following "IBM Components": IBM DB2 Universal Database, IBM WebSphere Application Server and IBM WebSphere Portal (as contained in Collaborative Portal). IBM Components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. You may obtain a general license for any of the IBM Components by contracting directly with IBM or one of its authorized distributors. The development tools included in this program may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. 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.

#### **Licensing Rules for Oracle E-Business Suite 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>.
- 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 PeopleSoft 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>.
- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.
  - The programs listed below include a license to use Business Analysis Modeler – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order.
    - Integrated FieldService, Marketing, Mobile Sales, Online Marketing, Order Capture, Order Capture Self Service, Sales, Support for Customer Self Service
  - Your use of the Campus Self Service program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.
  - PeopleTools - Enterprise Development shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
  - Each PeopleTools - Enterprise Development Starter Kit program shall be used solely by 5 application users to develop applications containing no more than a total of 20 components (as defined in the program documentation) for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
  - You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order
  - The Process Modeler Client program may only be used with PeopleSoft Enterprise or JD Edwards EnterpriseOne programs you have licensed from Oracle. You shall not use this program with any other software.
  - The license for the Student Administration program includes a limited use license for the Human Resources, Benefits Administration and the Payroll for North America programs. Such limited use license means that the Human Resources, Benefits Administration and the Payroll for North America Software modules shall only be used in order to access the features and functions of the Student Administration program. Your use of the Student Administration 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**

- 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>.
- 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 Primavera Web Services program, developers and end users who are not already licensed for Primavera P6 Enterprise Project Portfolio Management and who need access to applications created using P6 Web Services and/or P6 Java APIs, must be licensed for the Primavera Web Services program.
- 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 Siebel 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>.
- 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.
- 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.
- 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.
- 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.
- 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 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.

**EXHIBIT D**  
**DLT SOLUTIONS, ORACLE END USER LICENSE AGREEMENT (EULA)**

**A. Agreement Definitions**

“You” and “your” refers to the legal entity that has executed this agreement (“agreement”) and ordered Oracle programs and/or hardware and/or services from DLT Solutions (“DLT”). 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 “program documentation” refers to the program user manual and program installation manuals. The term “programs” refers to the software products owned by Oracle and distributed by DLT which you have ordered, program documentation, and any program updates acquired through technical support. The term “services” refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.

**B. Applicability of Agreement**

This agreement is valid for the order to which this agreement accompanies.

**C. Rights Granted**

Upon Oracle’s acceptance of DLT’s order, you have the non-transferable, non-assignable, royalty free perpetual (unless otherwise specified in your purchase order), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the license definitions and rules set forth in the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for the purposes set forth in the end user license agreement, subject to the terms of such agreement, you are responsible for their compliance with this agreement 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 shall be allowed under this agreement. Oracle’s license definitions and rules are hereby incorporated by reference into this agreement and will be provided in full text upon request for quotation.

Services are provided based on Oracle’s policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (Except technical support services which are as specified in section H of this agreement). Upon payment for services, you will have a perpetual, non-exclusive, non-assignable, royalty free license to use for your internal business operations anything developed by Oracle and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms.

The services provided under this agreement may be related to your license to use programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such programs. Any services acquired from DLT or Oracle are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

Oracle is a third party beneficiary of this agreement.

**D. Ownership and Restrictions**

Oracle or its licensor retains all ownership in the intellectual property rights to the programs, hardware, operating system and integrated software. Furthermore, Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to you under this agreement resulting from the services. Use of the operating system delivered with the hardware is limited to the terms of the license delivered with the hardware and only as incorporated in, and as part, of the hardware. Use of the integrated software, which is defined as software embedded in the hardware that is essential to hardware functionality (e.g., firmware) is limited to your internal business operations subject to the terms of the end user agreement and only as incorporated in, and as part, of the hardware.

Third party technology that may be appropriate or necessary for use with some Oracle programs and/or hardware is specified in the program documentation and/or hardware documentation and that such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and/or hardware documentation and not under the terms of the end user agreement.

Hardware and integrated software are not specifically designed, manufactured, or intended for use as parts,

components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility and prohibit use of the hardware and/or integrated software for these purposes.

Some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user agreement.

You may not:

- use of the programs for rental, timesharing, subscription service, hosting, or outsourcing;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs, operating system, integrated software 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);
- transfer title to the programs, operating system and/or integrated software from you to any other party;
- reverse engineer (unless required by law for interoperability), disassemble or decompile the programs (the foregoing prohibition includes but is not limited to review of data structures or similar material produced by programs), operating system and/or integrated software and prohibit duplication of the programs, operating system and/or integrated software except for a sufficient number of copies for your licensed use and one copy of each program media.
- publish any results of benchmark tests run on the programs and/or hardware without the prior written consent of Oracle; and
- assign, give, or transfer the programs, operating system, integrated software and/or any services ordered or an interest in them to another individual or entity (in the event you grant a security interest in the programs, operating system, integrated software and/or any services, the secured party has no right to use or transfer the programs, operating system, integrated software and/or any services).

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

The provisions of this section do not apply to third party programs. Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e. via physical shipment or electronic download. You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services ordered 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 services described in your purchase order.

If you purchase Oracle hardware, the standard Oracle hardware warranty in effect at the time of purchase will apply. This warranty information is available at <http://www.oracle.com/support/policies.html>.

**ORACLE DOES NOT GUARANTEE THAT THE 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: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES**

**YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID FOR THE DEFICIENT SERVICES.**

**TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **F. Trial Programs**

You may order trial programs, or Oracle may include additional programs with your order which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the 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 DLT. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and will 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.

#### **G. Indemnification**

If a third party makes a claim against either you or Oracle (“Recipient” which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, 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, 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 of 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 to Oracle for the license. If you are the Provider and such return materially affects Oracle’s ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. 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. 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 this agreement 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 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.

#### **H. Technical Support**

For purposes of this agreement, 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. Oracle’s technical support policies are hereby incorporated by reference into this agreement, and 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 your purchase order

for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>. If you decide to not purchase technical support at the time of the license and/or hardware purchase then you will be required to pay reinstatement fees to DLT or Oracle in accordance with Oracle’s current technical support policies if you decide to purchase support at a later date.

Technical support is effective upon the effective date of the order to which this agreement accompanies otherwise stated in your order.

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

**I. End of Agreement**

Termination for Cause and Termination Pursuant to Section G: If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If DLT ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses, if any. If DLT ends the license for a program under Section G (Indemnification), you must pay within 30 days all amounts remaining unpaid for services related to such license plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used a third party financing entity to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

Termination for Convenience: You may terminate this agreement at any time without cause by giving DLT 30 days prior written notice of such termination. If you end this agreement as specified in the preceding sentence, you agree that (i) you must pay within 30 days all amounts which have accrued prior to the end of this agreement, as well as all sums remaining unpaid for programs ordered and services received under this agreement plus applicable related taxes and expenses (if any), (ii) you may not use any programs or services ordered as of the effective date of such termination, and (iii) all program licenses acquired under this agreement shall be terminated as of the effective date of such termination.

Notwithstanding the provisions above, upon termination of the agreement, you will discontinue use and destroy or return to Oracle all copies of the program and documentation.

**J. Fees and Taxes**

All fees payable to DLT are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that DLT must pay based on the programs and/or services you ordered, except for taxes based on DLT's income. Also, you will reimburse DLT for reasonable expenses related to providing the services. Fees for services listed in an order are exclusive of taxes and expenses. If you decide to finance your acquisition of the programs, operating system, integrated software and/or any services, you must follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>.

You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your purchase order; however, (a) if you order technical support from DLT for the programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under such 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 end user agreement, per the terms of such end user agreement.

**K. Nondisclosure**

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement 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 state or local disclosure laws and/or regulations, each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law. In the event that you receive a valid request for DLT's confidential information pursuant to FOIA, you agree that you will provide DLT with reasonable notice of such request and give DLT an opportunity to object to or limit any such disclosure.

**L. Entire Agreement**

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement.

It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle document and no terms included in any such purchase order or other non-Oracle document shall apply to the programs and/or services ordered.

**M. Limitation of Liability**

**TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING FROM**

**THE USE OF THE PROGRAMS. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ORACLE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING FROM THE USE OF THE PROGRAMS. DLT'S AND ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID DLT UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID DLT FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.**

**N. Export**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, the hardware nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

**O. Other**

1. If you have a dispute with DLT or wish to provide a notice you may notify DLT via written notice to: DLT Solutions., 13861 Sunrise Valley Dr., Suite 400, Herndon, VA 20171 Attention: Contracts Manager, Enterprise Applications.
2. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

3. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.
4. Upon 45 days written notice, DLT (or Oracle upon assignment) may audit your use of the programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses and/or this agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.
5. Any third party firms retained by you to provide computer consulting services are independent of DLT or Oracle and are not DLT's or Oracle's agents. Neither DLT nor Oracle are liable for nor bound by any acts of any such third party firm.
6. The Uniform Computer Information Transactions Act does not apply to this agreement or orders placed under it.

**P. Force Majeure**

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided.

The effective date of this agreement shall be \_\_\_\_\_, 201\_\_\_\_\_.

**DLT SOLUTIONS, LLC**

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

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

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

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

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

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

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

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

**EXHIBIT E**  
**MANAGED CLOUD SERVICES TERMS AND CONDITIONS**



~~ORACLE PUBLIC SECTOR MANAGED CLOUD SERVICES SUPPLEMENTAL TERMS AND  
CONDITIONS v071812\_OD~~

~~These Public Sector Supplemental Managed Cloud Services Supplemental Terms and Conditions apply to the Oracle Managed Cloud Services that you order from the Contractor (the "Contract"). These Public Sector Supplemental Terms and Conditions shall take precedence over any conflicting terms in the Contract or any order issued pursuant to the Contract.~~

~~1. Definitions.~~

~~"You" and "your" refers to the ordering activity that has ordered Oracle Managed Cloud Services ("OMCS") (excluding CRM OMCS and any software as a service offering) from an authorized distributor ("Contractor") under the contract.~~

~~The term "Core Services" refers to Computer and Administration Services and/or Administration Services that you have ordered.~~

~~The term "services" or "OMCS" refers to the Core Services and any Service Options that you have ordered.~~

~~2. Services Ordered.~~

~~The OMCS that are included in your order with Contractor are (i) listed in the order and described in the applicable Schedules referenced in the order (such Schedules, collectively constitute the "Statement of Work"), (ii) subject to the Entitlement and assumptions identified in the order, and (iii) subject to the terms and conditions of such Schedules within the Statement of Work, the contract, and the order. As part of the Core Services, you may access in your Environment(s) the Oracle programs identified in the order. In order to acquire and continuously receive any Service Option(s) purchased under your order, you are required to continuously maintain Core Services.~~

~~OMCS do not include program licenses, or technical support, education services, Oracle Consulting services or any other types of services that may be ordered under the contract.~~

~~3. Hosting Location.~~

~~Your OMCS Environment(s) will reside on Infrastructure location(s) identified on your order. You shall be provided with no less than 90 days advance written notice in the event that the Infrastructure on which your Environment(s) resides is relocated to a different Data Center.~~

~~4. Rights Granted. During the services term, you have the non exclusive, non assignable,~~

~~right to access and use the OMCS specified in your order solely for your internal business operations, and subject to the terms of the contract, including these Public Sector Supplemental Terms. Unless otherwise stated in the order, you may not use the services for the purpose of timesharing or use as service bureau, subscription service, software as a service or for other hosting, rental, lease, sublicense or sharing arrangements. Your use of the Oracle programs is subject to your license agreement for such programs; your right to use Tools provided by Oracle as part of the OMCS may be subject to separate license terms.~~

~~You retain all ownership and intellectual property rights in and to your data. Oracle or its licensors retain all ownership and intellectual property rights to the services, Oracle~~

programs, and anything developed by Oracle and delivered to you under your order.

~~5. **Program Licenses and Technical Support.**~~

~~You acknowledge that (a) the fees for OMCS do not include associated program licenses or technical support (b) you have separately acquired and will continue to maintain for the duration of the OMCS the licenses and Oracle Software Update License & Support, or any equivalent successor Oracle premier technical support offering, for any necessary Oracle programs, including those for which Core Services are provided, (c) you will maintain licenses and technical support for any Third Party Software used in your Environment, and (d) your use of such programs and technical support are governed solely by the agreement(s) under which such licenses and technical support are obtained.~~

~~6. **Your Obligations.** You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the following obligations:~~

~~A. You are responsible for you, your users' and your third parties' use of and access to networks, systems and all Environments, including use of and access to your data and for compliance by you and such third parties with the terms of the contract, including these Public Sector Supplemental Terms, the order, and the Statement of Work.~~

~~B. If Administration Services are ordered, you are responsible for preparing your system in accordance with any installation and configuration information provided by Oracle.~~

~~C. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the OMCS via a network connection that meets Oracle's specifications.~~

~~D. As reasonably required by Oracle, you (including your officers, agents and employees) will provide Oracle with (i) timely assistance and cooperation, (ii) complete and accurate information, and (iii) access to the relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.~~

~~E. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software and/or perform the services under the order. Unless specified otherwise in the Statement of Work, you are solely responsible for the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the OMCS.~~

~~F. To the extent not prohibited by law, you shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with any services under the order.~~

~~G. For any services that involve on site delivery, Oracle will deliver such services to the customer address(es) specified in the order during local business hours, excluding local public holidays. You and Oracle may mutually agree in writing that such services be delivered at other location(s). You agree to use reasonable efforts to schedule on site services by each on site OMCS resource for a minimum of eight (8) continuous hours of services per day. You agree to provide on site OMCS resources with access to office accommodations and facilities. As required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a notice regarding Oracle H1 B employee(s) at your work site prior to the employee's arrival on site.~~

~~H. Notwithstanding anything to the contrary in the contract, you may not assign the order or give or transfer the OMCS, or an interest in them, to another individual or entity. If you grant a security interest in any of the OMCS, the secured party has no right to use or transfer those services, and if you decide to finance your acquisition of any of the OMCS from Oracle, you will follow Oracle's policies regarding financing which are at <http://www.oracle.com/contracts>.~~

~~I. You shall not use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under the contract and the order, Oracle reserves the right to remove or disable access to any material that violates the foregoing restrictions. Oracle shall have no liability to you in the event that Oracle takes such action. You agree to defend and indemnify Oracle against any claim arising out of a violation of your obligations under this paragraph to the extent not prohibited by law.~~

~~7. **Term.**~~

~~Core Services shall be provided for one year beginning on the effective date of the order, unless earlier terminated in accordance with the order. The duration of Service Options is specified in the order.~~

~~The Core Services and Service Options acquired under the order may be renewed on an annual basis, and the annual services fees for such renewal are stated in the order.~~

~~The initial one year term of the Core Services and any renewal years are collectively defined as the "services term."~~

~~8. **Termination.**~~

~~If ordering Computer and Administration Services, you may terminate the order (and all services hereunder) (and all services hereunder) for convenience by: (i) providing forty-five (45) calendar days prior written notice to the Contractor and to Oracle, and (ii) paying for all services performed through the effective date of termination. The termination shall be effective on the requested termination date, provided that you have paid the fees for all services performed through the effective date of termination by such date.~~

~~If a party breaches a material term of the order and fails to correct the breach within thirty (30) days of written specification of the breach, then the non-breaching party may terminate the order (and all services thereunder) upon written notice to the other party.~~

~~The OMCS may be suspended immediately if (i) your licenses and/or technical support for the Oracle programs specified in the order lapse, (ii) you violate a restriction set forth in Section 6 of these Public Sector Supplemental Terms, (iii) in Oracle's reasonable judgment, the services or any component thereof are about to suffer a significant threat to security or functionality; or (iv) your Environment(s) malfunctions or otherwise affects network access within or to Oracle's Data Center(s) or another customer's environment. You will be provided advance notice regarding any such suspension when, in Oracle's sole discretion, reasonable based on the nature of the circumstances. Oracle will use reasonable efforts to re-establish the affected OMCS promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. The order and the OMCS thereunder may be terminated if any of the foregoing is not cured within thirty days after Oracle's initial notice thereof. Any suspension of the services under this paragraph shall not excuse you from your obligation to make payments under the order.~~

~~Following termination of Computer and Administration Services, (i) your right to access and use the Oracle programs specified in the order within the Environment(s) shall terminate; and (ii) you may otherwise use such programs subject to the terms of the agreements and applicable ordering document under which such program licenses were acquired.~~

~~Within seven (7) calendar days after the end of the services term for Computer and Administrative Services, you shall receive a final Decommission Tape containing your data.~~

~~9. **Warranty and Disclaimers.**~~

~~The sole and exclusive warranty for services provided to you is that Oracle warrants that the services will be provided in all material respects in accordance with the OMCS specifications set forth in the Schedules under the Statement of Work defined in the order. **TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.**~~

~~**ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**~~

~~10. **Exclusive Remedy.**~~

~~If the services provided to you for any given month during the services term were not in accordance with the warranty specified in these Public Sector Supplemental Terms, you must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must contain a description of the deficiency in services (including the Service Request number notifying Oracle of the deficiency in service) and must be submitted to [outsourcingeredit\\_ww@oracle.com](mailto:outsourcingeredit_ww@oracle.com). If applicable, Oracle will remit a services fee credit for such month calculated at 10% of net monthly Core Services fees for Oracle's failure to provide the services as warranted. The credit will be in the form of a credit towards any outstanding balance for OMCS owed to Oracle, and the remittance of such credit **WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THESE PUBLIC SECTOR SUPPLEMENTAL TERMS AND THE CONTRACT.**~~

~~11. **Data Privacy and Security.**~~

~~In performing the services, Oracle will comply with the Oracle Services Privacy Policy, which is available at [http://www.oracle.com/html/services\\_privacy\\_policy.html](http://www.oracle.com/html/services_privacy_policy.html) and incorporated herein by reference. Oracle and your respective responsibilities for maintaining the privacy and security of your production data in connection with Oracle's OMCS are described in the Oracle Managed Cloud Services Security Practices Schedule included within the Statement of Work. The Oracle Services Privacy Policy, incorporated herein, is subject to change at Oracle's discretion; however, Oracle changes to the policy will not result in a material reduction in the level of protection provided for your data during the services term.~~

~~You may purchase, or may be required to purchase, additional services from OMCS (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, etc.) to address particular data protection requirements applicable to your business.~~

~~Oracle subscribes to the United States/European Union Safe Harbor Principles, and, as a result, appears on the U.S. Department of Commerce Safe Harbor list (available at <http://www.export.gov/safeharbor>) as of the effective date of the order. Oracle's Safe~~

~~Harbor certification specifically includes Oracle's performance of hosting services for customer provided personal information.~~

~~Any data provided by you that resides in your OMCS Environment(s) shall be your confidential information. You agree to provide any notices and obtain any consents related to your use of the services and Oracle's provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.~~

#### ~~12. 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:~~

- ~~o notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;~~
- ~~o gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and~~
- ~~o 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 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. 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 this agreement 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 this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement.~~

#### ~~13. Service Monitoring and Verification.~~

~~You acknowledge that Oracle may access your OMCS Environment(s) during the services term to perform the services. Oracle may use tools, scripts, software, and utilities (collectively, the "Tools") to review and administer your Environment(s) (e.g., to perform environment clones, password changes, monitoring and file system maintenance), and to help resolve your Oracle Service Requests. The Tools will not collect, report or store any production data residing in your Environment(s), except as necessary to troubleshoot Service Requests or other Problems in your Environment(s).~~

~~Data collected by the Tools (excluding production data) may also be used to assist in managing Oracle's product and service portfolio and for license management. You agree that (a) except as set forth in this paragraph, you may not access or use the Tools, and (b) you will not use or restore the Tools from any tape backup at any time following termination of the order. Any Tools provided by Oracle as part of the services for your use are provided on an "as is" basis; Oracle does not provide technical support or offer any warranties for such Tools.~~

~~Oracle may compile aggregated statistical and performance information related to the provision of services, and may make such information publicly available. Such information does not incorporate your personally identifiable information or data and/or identify your confidential information. Oracle retains all intellectual property rights in such information.~~

~~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, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall not be responsible for any of your costs incurred in cooperating with the audit. 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, these Public Sector Supplemental Terms or the applicable order. You shall be responsible for paying any underpaid fees related to use of the services.~~

~~14. **Change Control.**~~

~~Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until Oracle agrees in writing to the proposed change.~~

~~15. **Force Majeure.**~~

~~Neither you, Contractor, nor Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, terrorism 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 or other license); or other event outside the reasonable control of the obligated party. All parties agree to 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 otherwise agree in writing. This Section does not excuse either party of its obligations to take reasonable steps to follow applicable disaster recovery procedures or your obligation to pay for the services.~~

~~16. **Export.**~~

~~Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services and any service deliverables. You agree that such export control laws govern your use of the services and any service deliverables (including technical data) provided under the 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, software programs and/or materials related to or 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.~~

~~17. **Relationship Between Parties.**~~

~~Oracle is an independent contractor and no partnership, joint venture, or agency relationship exists between you and Oracle or between Contractor and Oracle. Each party will be responsible for paying our 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.~~

~~18. **Other.**~~

~~If any provision herein or document incorporated by reference into these Public Sector Supplemental Terms contains a provision (a) allowing for the automatic termination of your services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) specifying the jurisdiction and venue of any action, then, such terms shall not apply with respect to you. If any document incorporated by reference into these Public Sector Supplemental Terms, contains an indemnification provision, such indemnification provision only apply to the extent not prohibited by law.~~

**EXHIBIT E****ORACLE TERMS AND CONDITIONS CLOUD SERVICES****PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE CLOUD SERVICES vTBD\_CS**

THESE PUBLIC SECTOR CLOUD SERVICES TERMS AND CONDITIONS FOR ORACLE CLOUD SERVICES ("TERMS AND CONDITIONS") APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACTOR. THESE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

**A. Definitions**

"You" and "your" refers to the ordering activity that has ordered Oracle services from an authorized distributor ("Contractor") under this contract.

The term "ancillary programs" refers to any software agent or tool owned or licensed by Oracle that is made available to you for download as part of the cloud services for purposes of facilitating your access to, operation of, and/or use with, the services environment. "Ancillary programs" does not include separately licensed third party technology.

The term "auto renew" or "auto renewal" is the process by which the services period of certain cloud services under an order is automatically extended for an additional services period unless such services are otherwise terminated in accordance with the terms of the order or the contract, including these Terms and Conditions. The service specifications incorporated into your order define which cloud services are eligible for auto renewal as well as any terms applicable to any such renewal. Please note: auto renewal does not apply to purchases under the contract. Please see the first paragraph in Services Period; End of Services section *infra* for renewal requirements.

The term "cloud services" means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle programs) listed in your order and defined in the service specifications. The term "cloud services" does not include professional services.

The term "data center region" refers to the geographic region in which the services environment is physically located. The data center region applicable to the cloud services is set forth in your order.

The term "Oracle programs" refers to the software products owned or licensed by Oracle which you access as part of the cloud services, including program documentation, and any program updates provided as part of the cloud services. The term "Oracle programs" does not include separately licensed third party technology.

The term "professional services" means, collectively, the consulting and other professional services which you have ordered. Professional services include any deliverables described in your order and delivered to you under the order. "Professional services" does not include cloud services.

The term "program documentation" refers to the program user manuals for the Oracle programs referenced within the service specifications for cloud services, as well as any help windows and readme files for such Oracle programs that are accessible from within the services. The program documentation describes technical and functional aspects of the Oracle programs. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

The term "separate terms" refers to separate license terms that are specified in the program documentation, service specifications, readme or notice files and that apply to separately licensed third party technology.

The term "separately licensed third party technology" refers to third party technology that is licensed under separate terms and not under the terms of the contract, including these Terms and Conditions.

The term "services" refers to, collectively, both the cloud services and professional services that you have ordered.

The term "services environment" refers to the combination of hardware and software components owned, licensed or managed by Oracle which you and your users access as part of the cloud services which you have ordered. As applicable and subject to the terms of the contract, including these Terms and Conditions and your order, Oracle programs, third party content, your content and your applications may be hosted in the services environment.

The term "service specifications" means the descriptions on [www.oracle.com/contracts](http://www.oracle.com/contracts), or such other address specified by Oracle, that are applicable to the services under your order, including any program documentation, Oracle Cloud Hosting and Delivery Policies (e.g., support and security policies), and other descriptions referenced or incorporated in such descriptions.

The term "services period" refers to the period of time for which you ordered cloud services as specified in your order.

The term "third party content" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to you through, within, or in conjunction with your use of, the cloud services. Examples of third party content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries. Third party content does not include separately licensed third party technology.

The term "users" means those employees, contractors, and end users, as applicable, authorized by you or on your behalf to use the cloud services in accordance with the contract, including these Terms and Conditions and your order.

The term "your applications" means all software programs, including any source code for such programs, that you or your users provide and load onto, or create using, any Oracle "platform-as-a-service" or "infrastructure-as-a-service" cloud services. Services under your order, including these Terms and Conditions, including Oracle programs and services environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "your applications."

The term "your content" means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle cloud services described in Section J below), audio, video, photographs and other content and material (other than your applications), in any format, provided by you or your users that reside in, or run on or through, the services environment.

#### **B. Rights Granted**

Upon Contractor's acceptance of your order and for the duration of the services period, and subject to these Terms and Conditions or your order, you have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the services that you ordered, including anything developed by Oracle and delivered to you as part of the services, solely for your internal business operations and subject to the terms of these Terms and Conditions and your order, including the service specifications. You may allow your users to use the services for this purpose and you are responsible for your users' compliance with these Terms and Conditions and the order.

You do not acquire under your order, including these Terms and Conditions, any right or license to use the services, including the Oracle programs and services environment, in excess of the scope and/or duration of the services stated in your order. Upon the end of the services ordered, your right to access and use the services will terminate.

To enable Oracle to provide you and your users with the services, you grant Oracle the right to use, process and transmit, in accordance with these Terms and Conditions and your order, your content and your applications for the duration of the services period plus any additional post-termination period during which Oracle provides you with access to retrieve an export file of your content and your applications. If your applications include third party programs, you acknowledge that Oracle may allow providers of those third party programs to access the services environment, including your content and your applications, as required for the interoperation of such third party programs with the services. Oracle will not be responsible for any use, disclosure, modification or deletion of your content or your applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the services.

Except as otherwise expressly set forth in your order for certain cloud services offerings (e.g., a private cloud hosted at your facility), you acknowledge that Oracle has no delivery obligation for Oracle programs and will not ship copies of such programs to you as part of the services.

The services may contain or require the use of separately licensed third party technology. Such third party technology is licensed to you under the terms of the third party technology license agreement and not under the terms of this contract. Oracle may provide certain notices to you in the service specifications, program documentation, readme or notice files in connection with such separately licensed third party technology. The third party owner, author or provider of such separately licensed third party technology retains all ownership and intellectual property rights in and to such separately licensed third party technology.

As part of certain cloud services offerings, Oracle may provide you with access to third party content within the services environment. The type and scope of any third party content is defined in the service specifications applicable to your order. The third party owner, author or provider of such third party content retains all ownership and intellectual property rights in and to that content, and your rights to use such third party content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

### C. Ownership and Restrictions

You retain all ownership and intellectual property rights in and to your content and your applications. Oracle or its licensors retain all ownership and intellectual property rights to the services, including Oracle programs and ancillary programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under your order.

You may not, or cause or permit others to:

- license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the services, Oracle programs, ancillary programs, services environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order;
- 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 (excluding your content and your applications) 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 services you have acquired);
- modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Oracle;
- perform or disclose any benchmark or performance tests of the services, including the Oracle programs, without Oracle's prior written consent; and

- perform or disclose any of the following security testing of the services environment or associated infrastructure without Oracle's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;

The rights granted to you under your order, including these Terms and Conditions, are also conditioned on the following:

- except as expressly provided herein or in your order, no part of the services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- You make every reasonable effort to prevent unauthorized third parties from accessing the services.

#### **D. Service Specifications**

The services are subject to and governed by service specifications applicable to your order. Service specifications may define provisioning and management processes applicable to the services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle programs, as well as any services deliverables. You acknowledge that use of the services in a manner not consistent with the service specifications may adversely affect services performance and/or may result in additional fees. If the services permit you to exceed the ordered quantity (e.g., soft limits on counts for users, sessions, storage, etc.), then, in the event you exceed your ordered quantity, you shall promptly execute a contract modification to purchase the additional quantity necessary to account for your excess usage.

Oracle may make changes or updates to the services (such as infrastructure, security, technical configurations, application features, etc.) during the services period, including to reflect changes in technology, industry practices, patterns of system use, and availability of third party content. The service specifications are subject to change at Oracle's discretion; however, Oracle changes to the service specifications will not result in a material reduction in the level of performance or availability of the applicable services provided to you for the duration of the services period.

Your order will specify the data center region in which your services environment will reside. As described in the service specifications and to the extent applicable to the cloud services that you have ordered, Oracle will provide production, test, and backup environments in the data center region stated in your order. Oracle and its affiliates may perform certain aspects of cloud services, such as service administration and support, as well as other services (including professional services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

#### **E. Use of the Services**

You are responsible for identifying and authenticating all users, for approving access by such users to the services, for controlling against unauthorized access by users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating your and your users' usernames, passwords and accounts with Oracle, you accept responsibility for the timely and proper termination of user records in your local (intranet) identity infrastructure or on your local computers. Oracle is not responsible for any harm caused by your users, including individuals who were not authorized to have access to the services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in your local identity management infrastructure or your local computers. You are responsible for all activities that occur under your and your users' usernames, passwords or accounts or as a result of your or your users' access to the services, and agree to notify Oracle immediately of any unauthorized use.

You agree not to use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including your content, your applications and third party content,

for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under the contract, including these Terms and Conditions, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Oracle shall have no liability to you in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your content and your applications. To the extent not prohibited by law, you agree to defend and indemnify Oracle against any claim arising out of a violation of your obligations under this section.

You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the services, including for the Oracle programs, as such Patches are generally released by Oracle as described in the service specifications. Except for emergency or security related maintenance activities, Oracle will coordinate with you the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

#### **F. Trial Use and Pilot Cloud Services**

Oracle may make available certain cloud services for trial, non-production purposes. Cloud services for trial purposes must be ordered under a separate order. Cloud services acquired for trial purposes are provided on an "as is" and "as available" basis and may not be used with production data that has not been masked, anonymized or otherwise rendered unreadable. Oracle does not provide technical or other support or offer any warranties for such services.

Oracle may make available "conference room pilots" for certain cloud services under your order, including these Terms and Conditions. Conference room pilots ordered by you are described in the service specifications applicable to your order and are provided solely for you to evaluate and test the cloud services for your internal business purposes. Conference room pilots are provided by Oracle on an "as is" and "as available" basis, and Oracle does not provide technical or other support or offer any warranties for such services. You agree not to include any production data in your conference room services environment. You may be required to order certain professional services as a prerequisite to an order for a conference room pilot.

Oracle may make available "production pilots" for certain cloud services under your order, including these Terms and Conditions. Production pilots ordered by you are described in the service specifications applicable to your order, and are provided solely for you to evaluate and test cloud services for your internal business purposes. you may be required to order certain professional services as a prerequisite to an order for a production pilot.

#### **G. Fees and Taxes**

Your order is non-cancelable and the sums paid non refundable, except as provided in these Terms and Conditions or your order. Reimbursement of expenses related to providing any professional services, if any, will be addressed in the relevant ordering document and/or statement of work. Fees for services offerings are invoiced in arrears of the service performance.

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.

#### **H. Services Period: End of Services**

Services provided under your order, including these Terms and Conditions shall be provided for the services period defined in your order, unless earlier suspended or terminated in accordance with these

Terms and Conditions, or your order. If you order cloud services that are designated in the service specifications or your order as auto renew, such services will NOT automatically renew unless you provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable services period of your desire to renew such cloud services and you execute a contract modification to renew such services. The preceding sentence shall not apply if Oracle provides you with written notice no later than ninety (90) days prior to the end of the applicable services period that it will not renew such cloud services.

Upon the end of the services, you no longer have rights to access or use the services, including the associated Oracle programs and services environments; however, at your request, and for a period of up to 60 days after the end of the applicable services, Oracle will make available to you, your content and your applications as existing in the services environment on the date of termination. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of your content and your applications that remain in the services environment.

Oracle may temporarily suspend password, account, and access to or use of the services if in Oracle's reasonable judgment, the services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to you of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to you, your content and your applications as existing in the services environment on the date of suspension. Oracle may terminate the services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse you from your obligation to make payment(s) under your order.

If Oracle breaches a material term of your order, including these Terms and Conditions, and fails to correct the breach within 30 days of written specification of the breach, then you may terminate the order under which the breach occurred. You may agree in your sole discretion to extend the 30 day period for so long as Oracle continues reasonable efforts to cure the breach. Any breaches of your order, including these Terms and Conditions, shall be handled in accordance with the Contracts Disputes Act.

You may terminate your order at any time without cause by giving Contractor 30 days prior written notice of such termination.

#### **I. Nondisclosure**

By virtue of your order, including these Terms and Conditions, Oracle, the Contractor and you may have access to information that is confidential to one another ("Confidential Information"). You agree to disclose only information that is required for Oracle to perform the Services under your. Confidential information shall be limited to your content and your applications residing in the services environment, and all information clearly identified as confidential at the time of disclosure.

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 three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will hold your Confidential Information that resides within the services environment in confidence for as long as such information resides in the services environment. Oracle, the Contractor and you each 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 your order, including these Terms and Conditions. Oracle will protect the confidentiality of your content or your applications residing in the services environment in accordance with the Oracle security practices defined as part of the service specifications applicable to your order. In addition, your Personal Data will be treated in accordance with the terms of Section I. below. Nothing shall prevent either party from disclosing Confidential Information to a governmental entity or any other entity as required by law. The parties acknowledge and agree that you and your order, including these Terms and Conditions are subject to applicable 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.

#### J. Data Protection

In performing the services, Oracle will comply with the *Oracle Services Privacy Policy*, which is available at <http://www.oracle.com/html/services-privacy-policy.html> and incorporated herein by reference. The *Oracle Services Privacy Policy* is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of protection provided for your Personal Data provided as part of your content during the services period of your order.

Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement> and incorporated herein by reference, describes the parties' respective roles for the processing and control of Personal Data that you provide to Oracle as part of the cloud services. Oracle will act as a data processor, and will act on your instruction concerning the treatment of your Personal Data residing in the services environment, as specified in your order, including these Terms and Conditions and the Data Processing Agreement. You agree to provide any notices and obtain any consents related to your use of the services and Oracle's provision of the services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

The service specifications applicable to your order define the administrative, physical, technical and other safeguards applied to your content residing in the services environment, and describe other aspects of system management applicable to the services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from your content and your applications, including any viruses, Trojan horses, worms or other programming routines contained in your content or your applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

If available, you may purchase additional services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) to address particular data protection requirements applicable to your business or your content.

#### K. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that it will perform (i) cloud services in all material respects as described in the service specifications, and (ii) professional services in a professional manner in accordance with 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 GUARANTEE THAT (A) THE SERVICES WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN**

THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. ORACLE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

FOR ANY BREACH OF THE SERVICE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES 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 YOU THE FEES PAID FOR THE DEFICIENT SERVICES 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.

**L. Limitation of Liability**

NEITHER YOU, THE CONTRACTOR NOR ORACLE SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER YOUR ORDER), DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR 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 CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM CONTRACTOR UNDER SUCH ORDER.

ORACLE'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, 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 CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER.

**M. Intellectual Property Indemnification**

If a third party makes a claim against you, including your officers, employees and agents, 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 its sole cost and expense, will to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);

- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

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, at its option and upon 30 days prior written notice, terminate the order.

The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user documentation or service specifications, (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, or (c) 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 to the extent that an infringement claim is based on third party content or any Material from a third party portal or other external source that is accessible to you within or from the services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Oracle will not indemnify you for infringement caused by your actions against any third party if the services as delivered to you and used in accordance with the terms of this contract would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any intellectual property infringement claim(s) known to you at the time the services rights are obtained.

The term "Material" defined above does not include separately licensed third party technology. Solely with respect to separately licensed third party technology that is part of or is required to use the cloud services and that is used: (a) in unmodified form; (b) as part of or as required to use the cloud services; and (c) in accordance with the usage grant for the relevant cloud services and all other terms and conditions of your order, including these Terms and Conditions, Oracle will indemnify you for infringement claims for separately licensed third party technology to the same extent as Oracle is required to provide infringement indemnification for Materials under the terms of your order, including these Terms and Conditions.

#### **N. Third Party Web Sites, Content, Products and Services**

The services may enable you to link to, transmit your content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the services, and you bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

The services may enable you to link to, transmit your content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the services, and you bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

Any third party content made accessible by Oracle in or through the services environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third party content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and you acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct third party content; however,

Oracle reserves the right to take remedial action if any such content violates applicable restrictions under Section E of this Agreement, including the removal of, or disablement of access to, such 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. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the services. Oracle may update, change or modify the services under your order, including these Terms and Conditions, 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 availability or unavailability, during the services period does not affect your obligations under the contract, including these Terms and Conditions or the applicable order, and you will not be entitled to any refund, credit or other compensation due to any such changes.

Any third party content that you store in your services environment will count towards any storage or other allotments applicable to the cloud services that you ordered.

#### **O. Service Tools and Ancillary Programs**

Oracle may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the services and to help resolve your Oracle service requests. The Tools will not collect or store any of your content or your applications residing in the services environment, except as necessary to provide the services or troubleshoot service requests or other problems in the services. Information collected by the Tools (excluding your content and your applications) 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 and services management.

As part of the cloud services, Oracle may provide you with on-line access to download certain ancillary programs for use with the services. If Oracle does not specify separate terms for such ancillary programs, you shall have a non-transferable, non-exclusive, non-assignable, limited right to use such ancillary programs solely to facilitate your access to, operation of, and/or use of the services environment, subject to the terms of the contract, including these Terms and Conditions, and your order. Your right to use such ancillary programs will terminate upon the earlier of Oracle's notice (which may be through posting on <https://support.oracle.com> or such other URL designated by Oracle), the end of the cloud services associated with the ancillary programs, or the date on which the license to use the ancillary programs ends under the separate terms specified for such programs.

#### **P. Service Analyses**

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 environment 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 or Confidential Information in a form that could serve to identify you or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

#### **Q. Export**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services. You agree that such export laws govern your use of the services (including technical data) and any services deliverables 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, 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.

#### R. 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, the affected order(s) will be terminated for convenience unless the parties otherwise agree in writing. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the services.

#### S. Assignment

You may not assign your order or give or transfer the services (including the Oracle programs) or an interest in them to another individual or entity. If You grant a security interest in any portion of the services, the secured party has no right to use or transfer the services or any deliverables, and if you decide to finance your acquisition of the 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 separately licensed third party technology licensed under open source or similar license terms.

#### T. Other

1. Oracle is an independent subcontractor 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. You understand that Oracle's business partners, including any third party firms retained by you to provide consulting services or applications that interact with the cloud services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this contract.
2. Oracle programs and services 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 programs and services in such applications.
3. You shall obtain at your sole expense any rights and consents from third parties necessary for your content, your applications, and third party content, as well as other vendor's products provided by you that you use with the services, including such rights and consents as necessary for Oracle to perform the services under your order.
4. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide the services and you will perform the actions identified in your order as your responsibilities.
5. You remain solely responsible for your regulatory compliance in connection with your use of the services. You are responsible for making Oracle aware of any technical requirements that result from your regulatory obligations prior to entering into an order governed by the contract, including these Terms and Conditions. Oracle will cooperate with your efforts to determine whether use of the standard Oracle services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the services.
6. The Uniform Computer Information Transactions Act does not apply to these Terms and Conditions nor any order placed pursuant to them.

7. Oracle may audit your use of the services (e.g., through use of software tools) to assess whether your use of the services is in accordance with your order. 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 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 your order. Any usage in excess of your rights shall be considered a change to the scope of services for which you shall issue a contract modification documenting the additional fees related to use of the services in excess of your rights and the change in the scope of services. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.
8. The services specifications that govern the services ordered consist of the documents listed below, which are incorporated into these Terms and Conditions. The service specifications are subject to change at Oracle's discretion; however, Oracle changes to the service specifications will not result in a material reduction in the level of performance or availability of the application services provided to you for the duration of the services period. The terms of the service specifications will govern over any conflicting terms in these Terms and Conditions. For purposes of these Terms and Conditions, references to the term "Customer" in any document within the service specifications shall mean "you" as defined in these Terms and Conditions.

- **Service Descriptions and Metrics**

Oracle service descriptions and metrics govern cloud services and professional services. You may access the version of these descriptions and metrics that apply to the cloud services and professional services that you have ordered at [www.oracle.com/contracts](http://www.oracle.com/contracts).

- **Cloud Hosting and Delivery Services Policies**

Cloud Hosting and Delivery Services Policies describe and govern cloud services. You may access the version of these policies that apply to the cloud services that you have ordered at [www.oracle.com/contracts](http://www.oracle.com/contracts).

- **Program Documentation**

Program Documentation refers to the program user manuals for the Oracle programs for cloud services, as well as any help windows and read me files for such Oracle programs that are accessible from within the service. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at [www.oracle.com/contracts](http://www.oracle.com/contracts).

**EXHIBIT F**  
**MANUFACTURERS STATEMENT OF TERMS FOR HARDWARE**




This Manufacturer's Statement of Terms (the "statement") is provided by Oracle Corporation, including its subsidiaries ("Oracle"). This statement applies to the Oracle products and services you have ordered from an Oracle authorized reseller.

**1. Hardware**

- a. 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 term "hardware" is defined as the hardware equipment, including components, options and spare parts. The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).
- b. 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 agreements 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.
- c. You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of the applicable 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.
- d. 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 this statement. 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-50P10, 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 our last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

- e. You may only make copies of the operating system and integrated software for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the operating system or integrated software. You shall not decompile or reverse engineer the operating system or integrated software.
- f. 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. If you would like a 30 day trial license to use such programs contact Oracle or an Oracle authorized reseller.
- g. 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.

## 2. Warranty

a. Oracle provides a limited warranty (“Oracle Hardware Warranty”) for (i) the hardware, (ii) the operating system and the integrated software, and (iii) the operating system media and the integrated software media (collectively, “media”). Oracle warrants that the hardware will be free from, and using the operating system and integrated software will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to the delivery location. 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 the delivery location. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> (“the 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.

b. **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE’S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE’S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (ii) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND THE REFUND OF ANY UNUSED PREPAID**

**TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. 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.**

c. Replacement units for defective parts or components replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or components shall transfer back to Oracle upon removal from the hardware.

d. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR MEDIA.**

e. No warranty will apply to any hardware, 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 Oracle Hardware 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 (ix) above; or
- (x) purchased from any entity other than Oracle or an Oracle authorized distributor.

f. The Oracle Hardware Warranty does not apply to normal wear of the hardware or media. The Oracle

Hardware Warranty is extended only to the original purchaser or original lessee of the hardware and may be void in the event that title to the hardware is transferred to a third party.

**3. Oracle Hardware and Systems Support**

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 System 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 fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and System Support Policies at <http://www.oracle.com/us/support/policies/index.html>.

Oracle 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 THIS WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE ORACLE HARDWARE AND SYSTEMS SUPPORT WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE FOR THE ORACLE HARDWARE AND SYSTEMS SUPPORT SERVICE GIVING RISE TO THE LIABILITY.**

**4. Export**

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 this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, 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 the U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.'

**EXHIBIT G**  
**MARICOPA COUNTY CONTRACTOR TRAVEL 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](http://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 these 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

DLT SOLUTIONS, 2411 DULLES CORNER PARK SUITE 800, HERNDON, VA 20171  
~~13861 SUNRISE VALLEY DRIVE, SUITE 400, HERNDON, VA 20171~~

PRICING SHEET: NIGP CODE 20655

Terms: NET 30

Vendor Number: 2011004671 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2017.**