TO: THARBOR DEPARTMENT PURCHASING OFFICE

500 Pier "A" Street Berth 161

Wilmington, CA 90744

BID NO. F-1124

Page 1

2022

Show this number on envelope

Contract No.

39966

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

Virginia Beach, VA

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is Being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

EXECUTED AT:

Notary S

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

		City, State		Date		Month	rear
BIDDER MU	JST COMPLETE AND S	IGN BELOW:					
Firm Name _	Mythics, Inc.	**Mythics Ex	cceptions are e	xpressly incorpor	ated as alterna	tive provisions	or options**
Phone	757-412-4362	Fax_ 757-41	2-1060				
Address	4525 Main St. Suite	1500, Virginia Beach, '		Zip			
	Street	Deonte J. Watte	State	Vice Preside	nt of Contrac	cts	
Signature	out just	Printed Name	10, 001111 11	Printed Title			
NIX				Printed Title			
Signature	orporate Signature Methods	Printed Name		Printed Title		(AFFIX COR	PORATE SEAL HERE)
office b) On	o signatures: One by er or an Assistant Treasurer. e signature: By corporate	e designated individual together	with properly at	tested resolution of B	oard of Directors		
NOTARIZA'	TION: Bids executed outs				d below.		
County of_ State of _(Subscribed	HMM HO TA and sworn this lateout	Commissioners has caused this Executive D Department of	of the City contract to be irector of said City and	of Los Angeles executed by the the Harbor said Contractor ne day and year	Approved as City Attorne	to form and le	egality , 2022

ive Director Harbor Department

CITY OF LOS ANGELES HARBOR DEPARTMENT

NO. F-1124

SUBMIT BID TO:

Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744

OFFICE HOURS:

7:30 a.m. - 4:30 p.m.

Monday through Friday (excluding Holidays)

Buyer: Tricia Carey, Director

(310) 732-7656

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL". AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

THIS CONTRACT IS IN ACCORDANCE WITH MARICOPA COUNTY, ARIZONA CONTRACT NO. 180233-002, WITH MYTHICS, INC., A COOPERATIVE PURCHASE ARRANGEMENT PER CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8). THIS CONTRACT IS FOR THE REQUIREMENTS OF THE LOS ANGELES HARBOR DEPARTMENT FOR ORACLE ENTERPRISE RESOURSE PLANNING (ERP) SYSTEM CLOUD SOFTWARE SUBSCRIPTIONS TO BE FURNISHED FOR A THREE-YEAR TERM COMMENCING UPON CONTRACT EXECUTION.

PRICE AND TERMS OF CONTRACT NO. 180233-002 BETWEEN MARICOPA COUNTY, ARIZONA AND MYTHICS, INC. ARE INCORPORATED HEREIN. SEE ATTACHMENT 1.

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be \$3,000,000.00. No guarantee can be given that this total will be reached. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period; however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number 100-462932

REQ. NO.: D-22-260 NOTIFY: H. Nguyen PAGE 2 STATE TIME OF DELIVERY: __N/A_ DAYS AFTER RECEIPT OF ORDER TERMS DISCOUNT FOR PAYMENT WITHIN __N/A_ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1

CITY OF LOS ANGELES HARBOR DEPARTMENT

NO. F-1124

(SHOW THIS NUMBER ON ENVELOPE)

PRICE GUARANTEE. Prices are <u>maximum</u> for the period of the contract. In the event of a <u>price</u> <u>decline</u>, or should you sell the same products under similar quantity to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Harbor Department.

<u>VENDOR PAYMENT</u>. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

and address, pleas	se indicate:
REMIT TO: NAM	E:Mythics, Inc.
ADDRE	SS:_Attention: Accounts Receivable
	4525 Main St. Suite 1500, Virginia Beach, VA 23462
Invoices submitted appears on the pureturned to the ver	d for payment where the invoice name and address does not match the name as it rchase order or as indicated in the space above, will not be processed and will be ndor.
SUPPLIER CONT	ACT INFORMATION:
Contact Person:	Joe Baraiolo
Title:	Product Sales Representative 1
Telephone No.: _	757-412-4362
Fax No.:	757-412-1060
E-Mail Address: _	jbaraiolo@mythics.com
24 Hour Contact N	No.:757-702- 4091

INDEMNIFICATION. Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are

CITY OF LOS ANGELES HARBOR DEPARTMENT

NO. F-1124

(SHOW THIS NUMBER ON ENVELOPE)

cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

<u>SURVIVABILITY.</u> Contract will survive the Maricopa County, Arizona Contract No. 180233-002. As a Customer purchasing these subscription services, the Harbor Department will continue to receive ongoing service at the agreed upon Maricopa County, Contract No. 180233-002 contract rates through the term of the Harbor Department Contract.

TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

CITY ETHICS COMMISSION (CEC) FORMS 50 and 55. Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 50 and 55 (Attachments 2 and 3) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org

IRAN CONTRACTING ACT OF 2010. The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting bids for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Attachment 4).

TERMINATION FOR NON-APPROPRIATION. The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

CITY OF LOS ANGELES HARBOR DEPARTMENT NO. F-1124

(SHOW THIS NUMBER ON ENVELOPE)

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

<u>BUSINESS TAX REGISTRATION CERTIFICATE (BTRC)</u>. In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

<u>COMPLIANCE WITH LAWS</u>. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

<u>DEFAULT BY SUPPLIER</u>. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

TAXPAYER IDENTIFICATION NUMBER. Vendor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

CITY OF LOS ANGELES HARBOR DEPARTMENT

NO. F-1124

(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS READ CAREFULLY

- 1. FORM OF BID AND SIGNATURE. The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
- TAXES: Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
- SPECIFICATION CHANGES. Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
- 4. BRAND NAMES AND SPECIFICATIONS. The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Rid
- 5. AWARD OF CONTRACT. Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
- 6. PURCHASE AGREEMENT. A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
- PRICE GUARANTEE. If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
- DEFAULT BY SUPPLIER. In case of default by supplier, the City reserves the right to
 procure the articles or services from other sources and to hold the supplier responsible
 for any excess costs incurred by the City.
- 9. DELIVERY: If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
- INSPECTION: All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
- INVOICING: The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

12. TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.

- CITY OF LOS ANGELES MUNICIPLE CODE: All items must meet the requirements of the City of Los Angeles Municipal Code.
- 14. PAYMENTS. Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
- ASSIGNMENT. The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
- 16. NONDISCRIMINATION. During the performance of this con-tract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
- SAFETY APPROVAL. Articles supplied under this contract will not be accepted
 unless they comply with current safety regulations of the City Department of Building
 and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and
 Health (CalOSHA) and OSHA requirements.
- 18. PREVAILING WAGES. Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of

CITY OF LOS ANGELES HARBOR DEPARTMENT

NO. F-1124

(SHOW THIS NUMBER ON ENVELOPE)

California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

- 19. CONTRACTOR'S LIABILITY. The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
- 20. PATENT RIGHTS. The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
- LEGAL JUSTIFICATION. This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
- 22. TERMINATION FOR NON-APPROPRIATION. The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
- 23. CANCELLATION. The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116



425 S. Palos Verdes Street

Post Office Box 151

San Pedro, CA 90733-0151

TEL/TDD 310 SEA-PORT

www.portoflosangeles.org

Eric Garcetti

Mayor, City of Los Angeles

Board of Harbor Commissioners

Edward R. Renwick Jaime L. Lee Vice President President

Diane L. Middleton Commissioner

Lucia Moreno-Unares Commissioner

Anthony Pirozzi, Jr. Commissioner

Eugene D. Seroka

Executive Director

DATE:

THURSDAY, FEBRUARY 17, 2022

SUBJECT: ADDENDUM #2 - CONTRACT #39966 - ORACLE ENTERPRISE

RESOURCE PLANNING (ERP) SYSTEM CLOUD SOFTWARE

SUBSCRIPTIONS

The Port of Los Angeles' Contract #39966 with Mythics, Inc. is amended as follows:

1. Addendum #1 is withdrawn.

2. Item #2 in Mythics Exceptions will be amended as follows: Sections 8, 10, 19 and 20 are hereby deleted from General Conditions in BID No. F-1124, Contract No. 39966

Sincerely,

Inca Contin

TRICIA J. CAREY

Director, Contracts and Purchasing Division





Unrivaled Oracle Expertise

MYTHICS EXCEPTIONS

LOS ANGELES HARBOR DEPARTMENT, FRCA # F-1124, ORACLE ERPS SYSTEM CLOUD SOFTWARE SUBSCRIPTIONS

Exceptions:

Mythics is offering the Oracle product and services in accordance with and conditioned upon the terms and conditions of Mythics US Communities Cooperative Purchasing Contract No. 180233-002 ("USC Contract"). A copy of the USC Contract is located at: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/mythics-inc.

The USC Contract shall solely govern Oracle products and services ordered by the Harbor Department. We propose that the University incorporate the USC Contract on any resultant purchase order or contract award issued to Mythics in place of incorporating any City of Los Angeles Harbor Department General Conditions.

Mythics is amenable to incorporating any administrative or statutory terms into a US Communities Supplemental Addendum or Agreement so long they do not conflict with the terms of the USC Contract. Below are provisions in the Harbor Department's FRCA that must be removed or revised in a US Communities Supplemental Addendum due to conflicts with the terms of the USC Contract:

1. FRCA Contract Terms and Conditions Exceptions:

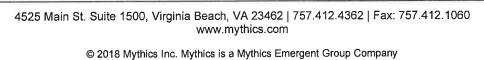
• Recitals – Mythics requests that the Department revise the language to state which terms take precedence in the event of conflicts. The requested revision is as follows:

THIS CONTRACT IS IN ACCORDANCE WITH MARICOPA COUNTY, ARIZONA CONTRACT NO. 180233-002, WITH MYTHICS, INC., A COOPERATIVE PURCHASE ARRANGEMENT PER CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8). THIS CONTRACT IS FOR THE REQUIREMENTS OF THE LOS ANGELES HARBOR DEPARTMENT FOR ORACLE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM CLOUD SOFTWARE SUBSCRIPTIONS TO BE FURNISHED FOR A THREE-YEAR TERM COMMENCING UPON CONTRACT EXECUTION.

PRICE AND TERMS OF CONTRACT NO. 180233-002 BETWEEN MARICOPA COUNTY, ARIZONA AND MYTHICS, INC. ARE INCORPORATED HEREIN AND SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS. SEE ATTACHMENT 1.

• **Termination for Non-Appropriation** – Mythics requests that the Department revise the language as follows:

The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary







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obligations hereunder as of the end of any fiscal year. Such termination shall be in accordance with the termination provisions outlined in Contract No. 180233-002.

City of Los Angeles Harbor Department General Conditions Exceptions:
 Mtyhics proposes to delete these conflicting and additive terms and conditions provided.

SERIAL 180233 RFP ORACLE PRODUCTS AND SERVICES Contract Mythics, Inc.

DATE OF LAST REVISION: May 18, 2020

CONTRACT END DATE: November 30, 2023

CONTRACT PERIOD THROUGH NOVEMBER 30, 2023

TO:

All Departments

FROM:

Office of Procurement Services

SUBJECT:

Contract for

ORACLE PRODUCTS AND SERVICES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 12, 2018.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne, Chief Procurement Officer

Office of Procurement Services

BW/yy Attach

Copy to:

Office of Procurement Services

James Foley, OPS

(Please remove Serial 13120-RFP from your contract notebooks)



ORACLE PRODUCTS AND SERVICES

This Contract is entered into this 12th day of December 2018 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Mythics, Inc., a Virginia corporation ("Contractor") for the purchase of Oracle Products and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 12th day of December, 2018 and ending the 30th day of November, 2023.
- 1.2 The products and services which are the subject of this Master Agreement ("County Contract") may be covered by a software programs license agreement service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
- 1.3 The County may, at its option and with the written agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.4 CONTRACT COMPLETION:

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

2.0 PRICE ADJUSTMENTS (applies to percentages in contract):

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

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Project/Task order name and/or number
 - Invoice number and date
 - Payment terms
 - Date of service or delivery
 - Quantity (number of days or weeks)
 - Contract Item number(s)
 - Description of Purchase (product or services)
 - Pricing per unit of purchase
 - Freight (if applicable)
 - Extended price
 - Mileage w/rate (if applicable)
 - Arrival and completion time (if applicable)
 - Total Amount Due
- 3.3.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.
- 3.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/922/Vendors).
- 3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.4 PAYMENT RETENTION (For task order projects as negotiated by user):
 - 3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by Contractor related to work under this Contract shall be retained by County until Final Completion of the services herein described in any project Exhibit B Scope of Work. County may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this Contract by County through no fault of Contractor, Contractor shall be entitled to the refund of any funds in the retention account.
 - 3.4.2 After fifty percent (50%) of the work has been completed, the Maricopa County Executive Steering Committee may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the discretion of the Maricopa County Executive Steering Committee. Any interest earned on retainage shall accrue solely to the benefit of County.

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

3.5 APPLICABLE TAXES:

- 3.5.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.6 TAX (SERVICES):

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

3.7 TAX (COMMODITIES):

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

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

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

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

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

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available

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

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the issuance of a project scope of work or Purchase Order by the Procurement Officer.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS AND CONDITIONS:

6.1 INDEMNIFICATION:

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

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts and errors, or willful omissions in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Notwithstanding anything to the contrary, no provision of this Agreement shall prohibit or affect Contractor's right to seek contribution from any party responsible for the underlying claim.

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

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY, MYTHICS' TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY COUNTY UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

6.2 INFRINGEMENT DEFENSE INDEMNIFICATION:

ORACLE STANDARD TERMS AND CONDITIONS SHALL APPLY. (SEE EXHIBITS C, $\bf D$ AND $\bf E$)

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS +041818 v032819.

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS +041818 v032819.

Exhibit F - ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712

6.3 SOURCE CODE ESCROW REQUIREMENT (IF APPLICABLE):

Source Code Escrow. Oracle confirms that a copy of the source code necessary to support the Programs is maintained or will be placed into escrow. The source code escrow agreement was entered into by Oracle America, Inc. on behalf of all members of the Oracle group of companies ("Oracle Group") and provides that only if the Oracle Group ceases to be in the business of supporting the Programs, the escrow agent will furnish You with a copy of the escrowed materials that have become unsupported. Any escrowed materials furnished under this provision shall be considered licensed subject to the terms of this Contract and shall be used solely to maintain the Programs. Oracle's source code escrow agreement is private and confidential and is not available for release to You. Oracle does not deposit source code for any third party programs. Upon request from You, Oracle will register You with Oracle's escrow agent as a beneficiary under Oracle's source code escrow agreement. To request registration, You must email Oracle at source-code-escrow_ww@oracle.com. Thereafter, and provided that You are current on technical support for the Programs for which technical support is offered, You will be contacted on an annual basis to confirm whether You require Your registration to continue.

6.4 INSURANCE:

- 6.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be

solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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

6.4.8 Commercial General Liability:

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

6.4.9 Automobile Liability:

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

6.4.10 Workers' Compensation:

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

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

6.4.11 Errors and Omissions (Professional Liability) Insurance:

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

6.4.12 Crime:

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

6.4.13 Cyber:

Policy Limit:

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

6.4.14 Technology Errors & Omission Insurance;

Each claimAnnual Aggregate\$2,000,000\$2,000,000

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

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

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

• Each Claim \$2,000,000

Annual Aggregate

\$2,000,000

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

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

6.4.16 County shall be a Certificate Holder:

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

All obligations for occurrence coverage shall survive termination of this Agreement. Other insurance policies required hereby shall expressly provide that such policies shall not be canceled, terminated or materially altered without thirty (30) days prior written notice to County.

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

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

6.4.17 Certificates of Insurance:

- 6.4.17.1 Prior to Contract award, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.
- 6.4.17.2 In the event any insurance policy(ies) required by this Contract is(are) written on a claims made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.
- 6.4.17.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) calendar days prior to the expiration date.

6.4.18 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 160 South 4th Avenue Street, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

6.5 BOND REQUIREMENT (IF REQUIRED FOR ANY PROJECT):

- 6.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.
 - 6.5.1.1 Performance Bond equal to the full Contract amount (\$______or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
 - 6.5.1.2 A Payment Bond equal to the full Contract amount (\$______ or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.
- 6.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

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

6.6 FORCE MAJEURE:

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL. (SEE EXHIBITS C, D, $\frac{AND}{C}$ E AND F).

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS +041818 v032819.

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS +041818 v032819.

Exhibit F - ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712.

6.7 WARRANTY (IF APPLICABLE):

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL. (SEE EXHIBITS C, D, \overrightarrow{AND} E \overrightarrow{AND} F)

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS +041818 v032819.

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS **041818* v032819.

Exhibit F - ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712.

- 6.8 DELIVERY:
 - 6.8.1 Delivery shall specified on each order.
 - 6.8.2 Exceptions to delivery schedule will be special order items that shall be identified.
 - 6.8.3 Delivery shall be F.O.B. Destination, Freight Prepaid.
- 6.9 EXPEDITED DELIVERY:
 - 6.9.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

- 6.9.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 6.9.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

6.10 SHIPPING DOCUMENTS:

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

- 6.10.1 Contract Serial number.
- 6.10.2 Contractor's name and address.
- 6.10.3 Using Agency name and address,
- 6.10.4 Using Agency purchase order number.
- 6.10.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

6.11 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to correct the deficient service within 30 days after written notice.

6.12 SHIPPING CHARGES:

- 6.12.1 Unless expressly included in an Oracle product or service Stocking Keep Unit (SKU) all shipping charges are separately orderable SKUs. FOB: Destination.
- 6.12.2 Exceptions to normal shipping charges:

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

6.13 PACKAGING/PACKING:

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

6.14 OPERATING MANUALS:

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

6.15 INSTALLATION:

The Contractor's price shall include delivery and, if requested at the time of quote/bid, installation of all equipment in a complete operating condition.

- 6.16 ACCEPTANCE (IF APPLICABLE):
 - 6.16.1 **Perpetual Licenses** Software is made available via a web link provided by the Licensor; there is no acceptance period for perpetual licenses.
 - 6.16.2 Engineered Systems and Hardware Acceptance is upon delivery.
 - 6.16.3 Cloud Services Cloud services are provisions via a web link provided by the cloud service provider; there is no acceptance period for cloud services.

6.17 RETURN POLICY:

All orders are non-cancellable and non-refundable.

- 6.18 INSPECTION OF SERVICES (IF APPLICABLE):
 - 6.18.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during Contract performance and for as long afterwards as the Contract requires.
 - 6.18.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
 - 6.18.3 If any of the services do not conform to Contract requirements, County is entitled to the remedies provided **here**under the Oracle Standard Terms and Conditions. y:
 - 6.18.3.1 With regard to services performed by Oracle:

If any of the Oracle Cloud Services do not conform to Contract requirements, County is entitled to the remedies provided under Exhibit D ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

If any of the Oracle ACS Services do not conform to Contract requirements, County is entitled to the remedies provided under Exhibit E ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS *041818* v032819.

The parties agree that Oracle Technical Support Services and/or Maintenance Support Services will be provided in accordance with Oracle's Technical Support Policies in effect at the time the services are provided. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html.

6.18.3.2 With regard to professional services performed by Mythics:

Mythics professional services will be performed in accordance with a quoted Statement of Work that will be incorporated in the Contractor ordering documents. County remedies shall be as stated within these Contractor ordering documents.

6.19 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.20 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.21 BACKGROUND CHECK (IF REQUIRED BY PROJECT):

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the Contractor, subcontractors and employees.

6.22 SUSPENSION OF WORK: (THIS PROVISION SHALL NOT APPLY TO ORACLE CLOUD SERVICES)

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

6.23 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

- 6.23.1 Cancel the stop work order; or
- 6.23.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.
- 6.23.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.24 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.25 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

6.25.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

- 6.25.2 Make progress, so as to endanger performance of this Contract; or
- 6.25.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.26 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

6.27 CONTRACTOR LICENSE REQUIREMENT:

- The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the Department of any and all changes concerning permits, insurance or licenses.
- 6.27.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.28 SUBCONTRACTING:

- 6.28.1 The Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Contract Number and identify the job project.
- 6.28.2 The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the County, without mark up. A copy of the subcontractor's invoice must accompany the Prime Contractor's invoice.

6.29 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.30 ADDITIONS/DELETIONS OF REQUIREMENTS:

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

6.31 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

6.32 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.33 SEVERABILITY:

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.34 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.35 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.36 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 6.36.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, it's current officers and directors:
 - 6.36.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;
 - 6.36.1.2 have not within three (3) year period preceding this Contract;

- 6.36.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and
- 6.36.1.2.2 been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;
- 6.36.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.
- 6.36.1.3 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.
- 6.36.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 6.37 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
 - 6.37.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
 - 6.37.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.37.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.38 INFLUENCE:

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

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

- 6.38.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,
- 6.38.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARDS TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

- 6.39 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS:
 - 6.39.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
 - 6.39.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
 - 6.39.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).
- 6.40 UNIFORM ADMINISTRATIVE REQUIREMENTS:

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

- 6.41 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:
 - 6.41.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.41.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.42 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.43 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the Contract.

6.44 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) business days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.45 PUBLIC RECORDS:

Under Arizona law, all Contracts are public records and must be retained by the Records Manager at the Office of Procurement Services. Contracts shall be open to public inspection and copying after Contract award and execution, except for such Contracts or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services.

6.46 PRICES:

Contractor will make reasonable efforts to seek approval from Oracle to extend to County under this Contract prices that are no higher than those paid by any other customer for these or similar services.

6.47 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.48 RELATIONSHIPS:

- 6.48.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.
- 6.48.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.49 CHANGES:

In the event of a change to the distribution or reseller agreement between Contractor and Oracle, changes to the license definitions and rules and/or changes to Global Price Lists, Contractor may submit such changes as Oracle requires under Contractor' distribution in writing to the County for review. The County shall have thirty (30) days to accept or reject those changes. In the event the County accepts the new terms and conditions, the County shall notify Contractor in writing of such acceptance and the parties will negotiate and execute an Amendment to this Contract to incorporate such changes. If Contractor and the County cannot reach agreement to the proposed changes or the County fails to respond to Contractor request within thirty (30) days of receiving notice from Contractor, Contractor may terminate this Contract.

6.50 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

6.51 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and the Oracle Standard Terms (See Exhibits C, D, and E and F) and Conditions the terms of this Contract shall prevail, except the Oracle Standard Terms and Conditions shall prevail where it pertains to the use of the Oracle products and services.

6.52 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.52.1 Exhibit A, Pricing;
- 6.52.2 Exhibit B, Scope of Work;
- 6.52.3 Exhibit C, Oracle Software Standard Terms and Conditions for Products and Services ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818 v032819;
- 6.52.4 Exhibit D, Oracle Cloud Services Terms and Conditions; ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818;
- 6.52.5 Exhibit E, Oracle Hardware Terms and Conditions—ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818 v032819;

6.52.6 Exhibit F - ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712

6.52.7 Exhibit F G, Office of Procurement Services Contractor Travel and Per Diem Policy

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Office of Procurement Services ATTN: Contract Administration 160 South 4th Avenue Phoenix, Arizona 85003

For Contractor:

Mythics, Inc. ATTN: Contract Vehicle Management 4525 Main Street Suite 1500 Virginia Beach, VA 23462

Email: vehiclemgmt@mythics.com

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR	
AUTHORIZED SIGNATURE	
Deonte J. Watters, CCMAP Director of Contracts PRINTED NAME AND TITLE	
4525 Main Street, Suite 1500, Virginia Beach, VA 23462 ADDRESS	
11/30/2018 DATE	
CHAIRMAN, BOARD OF SUPERVISORS	DEC 1 2 2018 DATE
ATTESTED:	
CLERK OF THE BOARD	DEC 1 2 2018 DATE
APPROVED AS TO FORM: DEPUTY COUNTY ATTORNEY	Deuby 6, 2018 DATE

EXHIBIT A

PRICING

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT			
		YES	NO
REPRESENTATIVE'S E-MAIL ADDRESS:	Dedarr vehiclemgmt@mythics.com		
CONTACT (REPRESENTATIVE):	CONTACT (REPRESENTATIVE): Dale Date Auua Decker		
WEB SITE:	www.mythics.com		
FACSIMILE NUMBER: 757-266-0013			
TELEPHONE NUMBER: 757-493-3010 757-226-7713			
P.O. ADDRESS:			
ADDRESS:	4525 Main Street, Suite 1500, VA Beach, VA 23462		
COUNTY VENDOR NUMBER:	VS0000003170		
RESPONDENT'S NAME:	S NAME: Mythics, Inc.		
NIGP CODE: 20655			
SERIAL 180233-RFP			

		Product Discount	Support Discount
1.3.1 Perpetual License Recap			
MINIMUM DISCOUNTS		29%	22%
1.3.2 Engineered Systems Recap			
MINIMUM DISCOUNTS	SEE TAB FOR DETAILED PRICING	20%	22%
1.3.3 Hardware Recap			
AVERAGE DISCOUNTS	SEE TAB FOR DETAILED PRICING	19%	22%
1.3.4 Cloud Services Recap			
MINIMUM DISCOUNTS	SEE TAB FOR DETAILED PRICING	30%	NA
1.3.5 Professional Services Recap			
	SEE TAB FOR PROFESSIONAL SERVICES		
	BY TASK ORDER ONLY		
1.3.6 Support Services Recap			
	SEE TAB FOR SUPPORT SERVICES		
	BY TASK ORDER ONLY		
1.3.7 Training Recap			
AVERAGE DISCOUNTS	SEE TAB FOR DETAILED PRICING	26%	NA
1.3.8 Financing Recap			
	BY TASK ORDER ONLY		

1.3.1	Perpetual Licenses Catalog Products	Insert Percentage Below	Insert Percentage Below
	Global Price List - shown in dark grey	Min. Discount for Licenses XX%	First Year Maintenance Percentage based on discounted license Cost
	Technology Global Price List Products	29%	22%
	Oracle Fusion Applications Component Global Price List	29%	22%
	Oracle E-Business Suite Applications Global Price List Component Pricing	29%	22%
	Oracle Business Intelligence Applications Global Price List Component Pricing	29%	22%
	Peoplesoft Component Global Price List	29%	22%
	JD Edwards Component Global Price List	29%	22%
	Oracle Construction & Engineering Global Price List	29%	22%
	Siebel CRM Component Global Price List	29%	22%
	Oracle Application Integration Architecture Global Price List	29%	22%
	Oracle MySQL Subscriptions -*Eff. 5-1-20*	28%	n/a
	Oracle Linux and VM Services Global Price List-*Eff. 9-20-19*	2%	n/a
	Java SE Subscription Global Price List-*Eff. 9-20-19*	2%	n/a

ORACLE PRODUCTS TRANSACTION BANDS FOR PRODUCT	DISCOUNT END USER WITH BUDGET LESS THAN \$100 MILLION (applies only to applications and excludes Siebel CRM, Professional Edition, Primavera and SaaS offerings)	DISCOUNT END USER WITH BUDGET MORE THAN \$100 MILLION
0-\$25000	46%	29%
\$25000-\$100,000	46%	29%
\$100,000-\$250,000	46%	29%
\$250,000-\$1,000,000	47%	34%
\$1,000,000- PLUS	48%	34%

	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below
Oracle Engineered Systems Global Price List	Min. Discount Eng Systems Hardware%	First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost	First Year Oracle Premier Support for Operating Systems Percentage based on discounted Hardware Cost	First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost	Min. Discount for Licenses XX%	First Year SULS Percentage based on discounted license Cost
Hardware	20%	12%	8%	3%		
Engineered Systems Software					29%	22%

	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below
Global Price List - shown in dark grey	Min. Discount Hardware%	First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost	First Year Oracle Premier Support for Operating Systems Percentage based on discounted Hardware Cost	First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost	Min. Discount for Licenses XX%	First Year SULS Percentage based on discounted license Cost
Systems Hardware and Software Global Price List						
Oracle Hardware Category L	22%	12%	8%	3%	29%	22%
Oracle Hardware Category U	17%	12%	8%	3%	29%	22%
Oracle Hardware Category V	25%	12%	8%	3%	29%	22%
Oracle Hardware Category X	35%	12%	8%	3%	29%	22%
Oracle Hardware Category Z	10%	12%	8%	3%	29%	22%
Oracle Hardware Category Y	2%					

1.3.4	Cloud Services Catalog Products	
		Insert Percentage Below
	Global Price List - shown in dark grey	Min. Discount for Service XX%
	Oracle Cloud Software as a Service (SaaS)	
	Oracle RightNow Global Price List	30%
	Oracle Taleo Cloud Service Global Price List	30%
	Oracle Fusion Cloud Service Global Price List	30%
	Oracle Cloud Platform as a Service and Infrastructure as a Service (PaaS and IaaS)	
	Oracle Cloud Platform as a Service and Infrastructure as a Service - Public Cloud Global Price List	0%
	Oracle Construction and Engineering Global Price List (CEGBU) (cloud eligible offerings)	2%

1.3.5	Consulting/Professional Services All Professional Services work shall be by Task Order							
				abor Rate(s)				
	Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5		
	Application Developer	\$ 137.89	\$ 140.65	\$ 143.46	\$ 146.33	\$ 149.20		
	Associate Consultant	\$ 99.81	\$ 101.81	\$ 103.84	\$ 105.92	\$ 108.04		
	Consulting/Engineer	\$ 124.76	\$ 127.26	\$ 129.80	\$ 132.40	\$ 135.04		
	Director/Engineer	\$ 190.43	\$ 194.24	\$ 198.12	\$ 202.09	\$ 206.1		
	Installation Engineer	\$ 124.76	\$ 127.26	\$ 129.80	\$ 132.40	\$ 135.0		
	Managing Principal Consultant	\$ 190.43	\$ 194.24	\$ 198.12	\$ 202.09	\$ 206.1		
	Practice Director	\$ 216.69	\$ 221.02	\$ 225.44	\$ 229.95	\$ 234.5		
	Practice Manager	\$ 204.29	\$ 208.38	\$ 212.54	\$ 216.79	\$ 221.1		
	Principal Consultant	\$ 151.03	\$ 154.05	\$ 157.13	\$ 160.27	\$ 163.4		
	Project Manager/Engineer	\$ 169.27	\$ 172.66	\$ 176.11	\$ 179.63	\$ 183.2		
	Senior Consultant/Engineer	\$ 137.89	\$ 140.65	\$ 143.46	\$ 146.33	\$ 149.20		
	Senior Project Manager	\$ 192.61	\$ 196.46	\$ 200.39	\$ 204.40	\$ 208.4		
	Sr. Application Developer	\$ 151.03	\$ 154.05	\$ 157.13	\$ 160.27	\$ 163.4		
	Sr. Practice Director	\$ 229.82	\$ 234.42	\$ 239.10	\$ 243.89	\$ 248.7		
	Sr. Principal Consultant	\$ 210.13	\$ 214.33	\$ 218.62	\$ 222.99	\$ 227.4.		
	Sr. Systems Engineer	\$ 210.13	\$ 214.33	\$ 218.62	\$ 222.99	\$ 227.4		
	Staff Consultant	\$ 124.76	\$ 127.26	\$ 129.80	\$ 132.40	\$ 135.0		
	Systems Engineer	\$ 190.43	\$ 194.24	\$ 198.12	\$ 202.09	\$ 206.1		
1.3.6	Technical Support Service	s and/or Maint	enance Suppo	rt Services	71			

net new licenses and/or hardware, renewal of services thereafter are priced based on a percentage increase over

prior years fees and provided in accordance with then current Technical Support Policies.

Note: Oracle University offerings are governed by the Oracle University terms and conditions available at <u>education.oracle.com</u> and incorporated by reference.

1.3.7	Oracle Training and University Products
Oracle University Training Services	
Customer Transaction Band	E-Business License and Technical Support Discounts (Enter Discount off of list price. List price detailed at www.oracle.com/education
\$0 - \$10,000	15%
\$10,001 - \$25,000	18%
\$25,001 - \$50,000	23%
\$50,001 - \$100,000	28%
\$100,001 - \$250,000	33%
\$250,001 +	38%

1.3.8	Financing Services
All financing will be quoted by using a Task Order	

EXHIBIT B SCOPE OF WORK

ORACLE PRODUCTS AND SERVICES

1.0 INTRODUCTION AND BACKGROUND

1.1 MASTER AGREEMENT

Maricopa County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, **public** higher education institutions, and other government agencies in the United States of America (herein "Participating Public Agencies") is awarding this contract to one or more qualified suppliers to enter into a Master Agreement for a complete line of Oracle Products, Services and Solutions (herein "Products and Services").

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

1.2 **OBJECTIVES**

- 1.2.1 Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- 1.2.2 Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- 1.2.3 Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- 1.2.4 Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- 1.2.5 Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- 1.2.6 Provide Participating Public Agencies with environmentally responsible products and services.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

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

- 1.3.1 **Perpetual Licenses** applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.
- 1.3.2 **Engineered Systems** integrated software and hardware systems offered by Oracle.
- 1.3.3 **Hardware, Servers, Storage and Networking -** any servers, storage and networking products offered by Oracle.
- 1.3.4 Cloud Services Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.
- 1.3.5 **Consulting/Professional Services** Consulting and integration services relating to Oracle products and services.

- 1.3.6 **Technical Support Services and/or Maintenance Support Services** telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.
- 1.3.7 **Oracle Training and University Products** Any related Oracle training including instructor lead classes and self-guided learning paths.
- 1.3.8 **Financing Services** Financing services for orders and solutions.

1.4 INTENT:

The intent of this contract is to establish a nationwide purchasing agreement for the acquisition of Oracle products, services and solutions. The categories of descriptive examples in Section 2.12 are to provide a general, non-inclusive, description of the categories.

Other governmental entities under agreement with the County may have access to products or services provided hereunder (see Sections 3.15, 3.16 and Exhibit 6, MICPA.)

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

It is expected that contractors will provide binding written Task Orders to be approved by the using agency for all products or services to be purchased under this contract. If more than one contractor is awarded a contract the members at their discretion may request Task Orders from one or more contractors and select the Task Order that's best meets their internal interests.

2.0 **SCOPE OF WORK:**

- 2.1 Represent, sell, and service all the Oracle Products listed below (Section 2.12);
- Be able to service local governments, states, school districts, and **public** higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations;
- 2.3 Have the resources to work with multiple entities at the same time;
- Throughout the life of this contract, the successful Contractor shall maintain expertise, resources and capabilities to maintain an Oracle Platinum Partnership level.
- 2.5 Provide commercial hardware, software, services and solutions as ordered under the task order as a member of the Oracle Platinum Partner Network in good standing with all required distribution agreements;
- 2.6 Perform or have service delivery partners that can provide consulting, assessment, design, integration, installation and management of Services/Solutions at the task order level;
- 2.7 Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Maricopa County and Participating Public Agencies as authorized buyers off this contract;
- 2.8 Provide maintenance support Services/Solutions
- 2.9 Provide project management support for each deliverable under the contract;
- 2.10 Provide project specific and overall contract performance reporting, as required.
- 2.11 Provide on-going marketing of the contract by aligning and traveling with the U.S Communities Program Managers, administrative and marketing personnel engaged in directly promoting the contract to Participating Public Agencies through agency meetings, direct mail, national publications, annual meetings and other such activities.

2.12 PRODUCTS AND SERVICES REQUIRED:

- 2.12.1 **Perpetual Licenses** applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.
- 2.12.2 **Engineered Systems** integrated software and hardware systems offered by Oracle.
- 2.12.3 Hardware, Servers, Storage, and Networking any servers, storage, and networking products offered by Oracle.
- 2.12.4 **Cloud Services** Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.
- 2.12.5 **Consulting/Professional Services** Consulting and integration services relating to Oracle products and services.
- 2.12.6 **Technical Support Services and/or Maintenance Support Services** telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.
- 2.12.7 **Oracle Training and University Products** Any related Oracle training including instructor lead classes and self-guided learning paths.
- 2.12.8 Financing Services—Financing services for orders and solutions.

2.13 STAFF EXPERIENCE:

2.13.1 For Maricopa County, full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work for this contract should be identified in any project Task Orders.

2.14 FACILITIES:

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

2.15 TRAINING:

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

2.16 WARRANTY:

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL.

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS \$\frac{141818}{4041818}\$ v032819.

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS +041818 v032819.

2.17 ACCEPTANCE:

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

- 2.17.2 Engineered Systems and Hardware Acceptance is upon delivery.
- 2.17.3 Cloud Services Cloud services are provisions via a web link provided by the cloud service provider; there is no acceptance period for cloud services.

3.0 PROCUREMENT REQUIREMENTS:

3.1 DELIVERY:

- 3.1.1 Delivery shall be made within 48 hours after receipt of order (ARO) or as agreed with using agency.
- 3.1.2 Exceptions to delivery schedule will be special order items that must be identified.
- 3.1.3 Maricopa County reserves the right to obtain material on the open market in the event Contractors fail to make delivery and charge any price differential to the Contractor.
- 3.1.4 Delivery shall be F.O.B. Destination, Freight Prepaid.

3.2 EXPEDITED DELIVERY:

- 3.2.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.
- 3.2.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.2.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS:

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

- 3.3.1 Contract Serial number.
- 3.3.2 Contractor's name and address.
- 3.3.3 Using Agency name and address.
- 3.3.4 Using Agency purchase order number.
- 3.3.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.4 PERFORMANCE:

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

3.5 SHIPPING CHARGES:

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

3.5.2 Exceptions to normal shipping charges:

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

3.6 PACKAGING/PACKING:

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

3.7 OPERATING MANUALS:

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

3.8 INSTALLATION (If required):

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

3.9 CONTRACTOR EMPLOYEE MANAGEMENT:

- 3.9.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this Contract. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 3.9.2 Contractor shall not reassign any key personnel without the express consent of the County.
- 3.9.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.
- 3.9.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason. Said requested removal shall not be subject to part 3.9.1 3.11.1 of this section.

3.10 TRAINING:

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

3.11 MAINTENANCE (If Required):

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

3.12 USAGE REPORT:

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

3.13 BACKGROUND CHECK:

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

3.14 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

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

3.15 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

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

ORACLE SOFTWARE STANDART TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES:

ORACLE!

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

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

A. Definitions

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

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

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

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

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

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

B. Rights Granted

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

C. Ownership and Restrictions

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

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

You may not

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
 remove or moorly any program markings or any notice of Oracle's grits licensors' proprietary nghis:
- or materials resulting from the services available in any manner to any third make the program
- party for use in the third party's business operations (unless such access is expressly permitted for the specific program idense or makerals from the services you have acquired); cause or permit reverse operations (unless required by ign for interoperability), diseasembly or decompilation of the programs (the foregoing probables and use but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software; or
- disclose results of any program is

D. Warranties, Disclaimers and Exclusive Re

For the sake of clarity, this is the Cracle manufacturers warranty; nevertheless, it shall be accessed by you through the Contractor

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

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFINITY SERVICES PROVIDED BY ORACLE: OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FETS PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.

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

E Technical Support

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

If ordered, annual behinical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You play access the current version of the technical support policies at No flower grapport services. You play access the current version of the technical support policies state that, "global customer support services and systems are not designed to separamosate spacial security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive rate that require protections greater than those specified in the Oracle Global Customer Support Scienty Practices to Oracles appart of any service request. Software Update License & Support, "SULS" acquired all your order may be renewed annually through a reseller that is expressly authorized to distribute support order may be renewed annually through a reseller that is expressly authorized to distribute support order may be renewed annually through a reseller that is expressly authorized to distribute support order may be renewed annually through a reseller that is expressly authorized to distribute support order may be renewed annually through a reseller that is expressly authorized to distribute support order may be renewed annually through a reseller that is expressly authorized to distribute support order may be renewed annually through a reseller that is expressly authorized to distribute support order may be renewed annually through a r

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

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

E. Intellectual Property Indemnification

f someone makes a claim against you or Oracle ("Recipiem" which may refer to you or Oracle dep all on which party received the Material), that any information, design, specification, instruction, date or insterial ("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 intringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnate the Recipient against the claim to the extent permitted by law if the Regionant does the tolowing:

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

If the Provider believes or the determined that any of the Material day have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (white substantially preserving its utility or functionality) or obtained license to allow for continued use, or if these alternatives are not commarcially reasonable, the Provider may end the license for, and require If these alternatives are not commortally reasonable, the Proy der may end the license for, and require return or, the appacable Material and round any fees the Provider and such return materially effects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a rock statement, schedule or cost impact), then Oracle may, at its option and upon 30 day prior without notice, require 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 value could have been avoided by using an unahered current version of the Material which was proyect to the Recipient, or if the Recipient continues to use the applicable Material after the end of the Fernise three that Material The Provider will not indemnify. the applicable Material after the end of the frense thouse that Material. The Provider will not indemnify the Recipient to the extent that an intringement cours to based upon any information, design, specification, instruction, software, days, 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 by third party if the Oracle program is) as delivered to you and used in accordance with the terms of the order and the Software STCs you'd not otherwise intringe any third party intellectual property rights. Oracle will not indemnify you for say infringement claim that is based on: (1) a patent that you was a made aware of prior to the effective case of your order with Contractor. (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with

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

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

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

H Othe

- 1 You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The ecregoing shall not be construed to time the nights you may otherwise have with respect to the Linux operating system, third party technology or separate works ficensed under open source or similar ficency terms.
- 2. In entering into an over under the contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Software STCs.

Accessibility

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Bernare Compliance Boart standards alst out its 35 CFR Part 1189 (known as "Section 506") effective as of January, 2018 and the Web Cintent Accessibility Guidesines (WCAG) version 2.01 evel AA, respectively, is indicated by the dependences, comments and acceptions (some of which may be significant, if any) noted on the applicable Voluntial Product Accessibility Templates (VPAT) available at waw oracle com/res/corporate/accessibility for each product when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them proceety interoperate with trem, in the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program. Office ascessibility with product when proceeding the accessibility Program office as tecessible with products used with the applicable of the accessibility program of the scessibility of accessibility and accessibility and accessibility of the accessibility and accessibility accessed to the accessibility of the accessibility accessed to the accessibility of the accessibility and accessibility of the accessibility of t

4 Internal Protocol version 6 (IPv6).

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

with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing 4Pv6, then oracle makes no representations as to the capabilities of the product/service in question to abcommodate IPv6. Oracle cannot make any commitments about future product direction, including place to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

- 5. Export awa and regulations of the United States and any other relevant local export laws and regulations hoply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, and you agree to comply with all buch export laws and regulations (including "deemed export" and "deemed re-export" regulations). You gree that no data, information, program, and/or materials usualing from services (or direct product thereby will be exported, directly or indirectly, in violation of nece laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons profession, or development of missile technology.
- 6. Oracle, so the owner of the intellectual property of the program beneed and the technical pupport services, is a third party beneficiary of the contract and the orders or Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.
- 7. The Uniform Computer information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them
- 8. You understand that the Contractor and Oracle's burness partners, including any third party fame retained by you to provide computer consisting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
- 9 You may order trial programs, or Crede may include additional programs with your order with Contractor which you may use for trial num-production purposes only. You may not use the trial programs to provide or attend third party raining on the content and/or functionalty of the programs. You have 30 days from the delivery data to evaluate base programs. If you decide to use any of these programs after the 30-day brial period you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you wall cases using and delete any euch programs from you computer systems. Programs learned for trial purposes are provided "as is and Oracle does not provide technical support or offer any warranties for these programs.
- 10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually. Centractor may asidit you use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such saidit shaft not unreasonably interfers with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("accumty rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit, you make such accumty rules available to contractor prior to the commencement of the audit, and such accumty rules do not modify or amond the contractor from a contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the Contractor may assign its right to audit your use of the contractor in any costs included by either you or Contractor in cooperating with the audit.

- 1. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated
- 12. Soluce code maybe detivered as part of the standard delivery for particular programs, all suph course code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.
- 13. Programs and service deliverables are not designed for or specifically intended for use in nuclear facilities or other bazardous applications. You agree that it is Your responsibility to misure safe use of Products and Service Offenings deliverables in such applications.
- 14. For software (i) that is part of Programs, Operating Systems, Integrated Software or integrated Software Options (or all our) and (ii) that Ivou receive from Oracle in binary form and (iii) that is licensed under an open source ticense that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://dos.oracle.com/sources/ or http://www.oracle.com/goloropersources/del. If the source code for such software was not provided to You with the binary. You may also receive a copy of the source code in physical media by submitting a written request pursuent to the instructions in the "Written Offar to Source Code" section of the latter methods.
- 15. Cracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit B. You may access the current version of the Applications Licensing Table at http://doi.org/10.1007/j.com/confracts.
- 16. Oracia's License Definitions and Rules are accomprated heren and attached hereto as Exhibit A.
- 17. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/out-envenced therein, contains a provision (a) sillowing for the automatic terms nation of your leanse notes or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply

ORACLE LICENSE DEFINITIONS AND RULES v120117

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

Oracle US Communities Software Programs Supplemental Fores and Conditions v041219

Page .

Compensated Individuals 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 amplement, commenters, retireds, and any other Pears.

Computer is defined as the computer on which the Programs are installed. A Computer became allows You to use the licensed Program on a single specified computer. For the purposes of Computer because for the Oracle Health Science Investigation Engine Program, a communication point is on interface to memory system (e.g., a climical laboratory system in a bospital or healthcare extense) or to an interface to year data repository).

5 Concurrent Users is defined as five concurrent users where each Concurrent User is an individual who is authorized by You to access the Programs concurrently with other individuals at any given time

Concurrent Connection: defined as each connection to a Sordier Datalink. A Socium Datalink is defined as an invertises that renders the Infect contrarts operable for use with Micros Applications.

Concurrent Users to defined as each individual that may concurrency use or access the Propagate. Concurrent Users thall be only customers or prospective numbers of Yours and shall not be business paramete, or employees of Yours.

Connected Device: is defined as each chique device (a) that transmire data to or receiver data from Oracle application Programs or Oracle cloud nervices and (b) that does not require any human interaction or human input to execute Oracle application business lagic or to update Oracle application business lagic or to update Oracle application business lagic or to update Oracle application tables. Devices include, but are not immed to execute SEFD readers, and bancode scanners. Devices may be connected inducedly to Oracle application Programs or Oracle cloud services in a third-party communication. Certific. A device may be uniquely identified at their glibe andpoint of communication of data to or floor an Oracle application Program or an Oracle cloud service. Or may be uniquely identified by its explicit registry with an Oracle application Program or an Oracle cloud service.

Connected Instance: in defined at the configuration between Oracle Policy Automation Connected for Oracle CRM On Demand and the Oracle CRM On Demand instance is used service endough. For each Oracle CRM On Demand instance so configured, an additional Connected Entrace in required.

Connector: is defined at each connector connecting the software product with a third party product. A unique connector it required for each distinct third party product that the software product is required to intenface.

Connector Pack: as defined as a collection of completors as specified in the Program Documentation for the applicable Connectors. Pack. There is no limitation on the number of physical servers on which any of the connectors in the pack may be copied, installed and used.

SM Cost of Goods Sold: 15 defined as one unlised U.S. Dollars in the total cost of brientics, that a company has sold during their fiscal year. If Cost of Goods Sold is any bown to You then Cost of Goods Sold shall be qual 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 course 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 invalid on a single server or on multiple server; regardless of whether the individual is actively ming the Programs at any given time.

Customers is defined to the customer entity specified on Your order. The Programs may not be used or excessed for the business operations of any finish party, including but not limited to Your entreases, partiags, or Your affiliates. There is no limitation on the number of conducted on which such Programs may be capsed untalled and used.

Custome: Account: 12 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.

Gracie 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.creele.com/compets and which = 100 policies to the Competence and the Competence and

Customer Record: is defined as each unique Customer Record (including contact record); prospect secords and records in external data sources what You may access using the Program.

10,000 Daily Average Transaction: is defined as tenthousand image transactions (including but not hinted to sales transactions, return termactions, exchange annowations, jointly transactions, deal transactions, and transactions, inventors, inventors, anasocious, petry realy transactions and administrative transactions that are processed by the Program is single 24 hour period. The daily annowation to time is calculated as the daily average over the prior 12 month period.

Developer User: Developer Seate is defined as an individual authorized by You to use the Programs which are untalled on a single server or multiple server; regardless of whether the individual in actively using the Programs at any given time. With respect to Developer Users only such users may create, modify, view and instruct with the Programs and documentation.

Bisk Daires is defined as a spinning dedicadence that stores data accessed by the Propins

Electronic Order Line: a defined at 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 at examinal EDLYML transactions and or sourced from order Oracle and non-Oracle applications. You may not exceed the becaused number of order lines during any 12 month period.

Employees is defined as (i) all of Your full-time, pursume, temporary employees, and (ii) all of Your agents, contractors and committants 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 acrast number of nuces; to addition, if You elect to embource any banness function(s) to machine company, the following must be counted for purposes of electromary the number of Employees, all of the company's full-time employees, part-time employees, temporary employees, spent, or financiars and committants that (i) are providing the outbourcing services and (ii) have access to, use, or are tracked by the Programs.

Employee for HCM: it defined at (i) all of Your fall-time for time temporary semblyses, and (ii) all of Your agains, connectors, and consultant, who have access to, use, or are maded by the Program. The quantity of the beamer coquited at determined by the number of Employees for HCM and not the neural number of near. In obtains, if You sleet to ourseness any business functions to number 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 internet employees, and time that (i) are non-time that (ii) have access to, and or are tracked by the Program. Employees for HCM may only use the housed Programs with Oracle application Programs that contains. To a prefix to the Programs.

Employee User: Is defined as an individual authorized by You to use the Programs which we untailed on a single serves or multiple servers, regardless of whether or not the individual is scrively using the Programs at any given time

Enterprise Employee: as defined. (i) all of Your full-time, part-time temporary employees, and (ii) all of Your agent, contractors and consultant who have access to, use, or are marked by the Program. The quantity of the bounds required is describined by the marker of Enterprise Employees and not the actual number of users. In addition, if You alses to continues any because, function(s) to morber company, the following must be entanded for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, nemporary employees, against contractors and committee that (ii) have access to, use, or are tracked by the Programs. The value of these Program because it determined by the proper of Enterprise Employees. For these Programs because, the because quantity purchased must not a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If of any case the wangles of Enterprise Employees are not the licensed quantity, You are required to order additional licenses (and technical support for each additional licenses) such that the number of Enterprise Employees is aqual to be fast than the number of licenses of quantity. You are required to order additional licenses (and technical support for each addition only refund credit or other countderation of any hand if there is a reduction in the member of Enterprise Employees. In addition, each year of Volumber of Enterprise Employees.

Interprise Fell Time Equivalent (FTE) brudents to defined at any full time another carelled in Your institution and any particular modern encolled in Your institution counts at 15% of an FTE Student. The definition of "full time" and particular from a state of the property of the prope

Europytics Traines: A defined as an amployee, comments student or other person who is being possible by the Program. The rains of these Program Europes is determined by the number of Enterprise Trainest. For these Program Europes, the Economic quantity purchased must, at a minimum, be equal to the number of Enterprise Trainest. For these Program Europes, and not not any time the number of Enterprise Trainest content of the Content quantity. You are required to other additional licenses (and nechtical support for such additional licenses) such that the number of Enterprise Trainest is equal to a less than the hierarch quantity. You are not exhibited to any refund, medicing other consideration of any lead of there is a nedoction in the number of Enterprise Trainest. In addition, each year 90 days before the ammiversary date of Your order. You are required to provide the number of Enterprise Trainest as of such date.

Enterprise SM in Cost of Goods Sold: Enterprise SM Cost of Goods Sold in extinct as one million U.S. Dollars in the total cost of inventory that a company has sold during the fixed year. If Cost of Goods fold is milnown to You then Cost of Goods Sold thall be equal to 19% of foods Sold thall be equal to 19% of foods Sold. For these Program Research, we like need quantity purposes the amount of Enterprise SM Cost of Goods Sold. For these Program Research are likewised quantity purposes of the amount of Enterprise SM Cost of Goods Sold as of the efficient white of Your order. It was the amount of Enterprise SM Cost of Goods Sold accessed the heartest quantity. You are required to chair additional former (and technical support for tuch additional beamed cost that the amount of Enterprise SM Cost of Goods Sold are sold to the amount of Enterprise SM Cost of Goods Sold and the support of the research of the sold of the so

Enterprise SM in Freight Under Management: SM Freight Under Management is defined as one malter U.S. Dollars of the total transportation value of tendered coders for all shapment if it even calculate year during the term of the licence. FUM shall include the combined total of actual freight purchased by You (e.g., You are not purchasing transportation review on behalf of Your death but are providing comportation management services for Your calculation. Freight that it paid by a third porty shall also be included in the FUM shall deat, indoored shapment from suppliers to You with freight terms of preparable the value of these program licenses is determined by the amount of Enterprise SM Freight Under Management as of these Program licenses, the Semina Country for the shaped meets at continuous the equal to the amount of Enterprise SM Freight Under Management as of the official of the office of Your order. If it may timeless amount of Enterprise SM Freight Under Management are of the office of th

Enterprise SM in Operating Molgett to defined at one multion U.S. Dollars of Your most backget reflected in an analysed statement from Your external accounting time. The value of these Program became is determined by the amount of Sustaining SM in Operating Budget. For these Program became, the bremsed quantity prochased may, 44 a minimum be equal to the amount of Enterprise SM in Operating Dudget as of the effective date of Your order. If at any since the summary of Enterprise SM in Operating Budget as of other officers of the literature of Enterprise SM in Operating Budget as of other officers of the literature of Enterprise SM in Operating Budget as officers of the literature of Enterprise SM in Operating Budget as officers of the summary of Enterprise SM in Operating Budget. In addition, each year 90 days before the amount are transported SM in Operating Budget. In addition, each year 90 days before the amount are transported SM in Operating Budget. In addition, each year 90 days before the amount are transported SM in Operating Budget to Study date.

Enterprise M in Reviewe: Enterprise M in Reviewe is defined in one million U.S. Dollar, in all income (interest theorie and non-interest income) before adjustments for expenses and taxes generated by You during a fixed year. The value of these Program

There as its determined by the amount of Enterprise SM in Revenue. For these Program bluences, the historical quantity purchased may at a minimum be equal to the amount of Enterprise SM in Revenue at of the effective date of Your order. If at any time, the amount of Enterprise SM in Revenue at of the effective date of Your order. If at any time, the amount of Enterprise SM in Revenue at equal to or less them the number of import for such additional homies) such that the amount of Enterprise SM in Revenue at equal to or less than the number of scenario quantity. You are not entitled to any refund, result or other consideration of any land of there is a reduction in the scient of Enterprise SM in Revenue. In addition, each very 90 days before the analyse range of Enterprise SM in Revenue as of such date

Expense Report: A defined so the total number of expense reports processed by Internet Expenses during a 12 youth period. You may not exceed the Internet number of expense reports during any 12 month period.

Faculty Uses at defined a on active teaching member of the faculty for an accordined academic institution, such uses may only use the Programs for academic and non-commercial use.

Field Technicians is defined a an engineer, technician, representative, or other person who is disputibled by You, including the department, to the field around the Approximation.

Flack Drive: as defined as a solid state quedia device that stores data accessed by the Program

SM Freight Under Management: In defined as one unlian U.S. Dollars of the total to department value of tendered orders for all shipment for a given calendar year during the term of the occase. FUM shall include the combined total of actual freight purchased by You, plus the cost of fleight for shipment demaged by You (e.g., You are not such as a providing nanoportation members are needed. For the providing management excluses for You clear.) Freight that is paid by a failed parry shall also be included in the FUM total (e.g., albound thinment, from suppliers to You up fleight remained proposition.

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-times student enrolled in Your materials of the student enrolled in Your materials of the theoretical for student classification. If the number of FTE Student is a viscoin, that number will be rounded to the nearest whole number for purposes of focuse quantity requirements.

25,000 Cuft Condits to defined as twenty-five thousand value could neft be stored) that are generated by the Program during a 12 month the nod

Cuert Cabins in defined at a guest cabin andourd a mask thip managed by the Program. You must be one the total managed of Guest Cabins orboard such cruise thip managed by the Program and the beautif quantity of Guest Cabin Research may not be thanked across multiple cruise slope.

For the purposes of the Cruite Fleet Management, Cruise Crew Management Cruise Management HQ and Sub-HQ Programs. You must license the total number of Greet Cabum onwould all ships on excels in the fleet that are usuaged by the Program.

Cust Room: it defined at the number of guest rooms managed by the Program

For the purposes of the Oracle Hogostality Smiss Interface Programs, a unique Guert Room his continued to each distinct product with which an Oracle Hogostality Smiss Program v. required to meetice. For example, a motione requiring introfaces of an Oracle Hospitality Smiss Program with those distrinct products must have those separate Guert Room licenses.

Hosted Named Uters to defined as an individual milhinized by You to access the hosted service, regardless of whether the individual as actively accessing the losted service at any given time.

Oracle Hospitality Consulting Services: are defined as services for which the description may be found in the Cricle Hospitality Global Business Unit ("Micros") Convolting Service Descriptions section at which confidence and which incorporated and whiches incorporated and whiches incorporated and whiches incorporated and oracle of the Control of the

Hospitality suited to defined an on entertainment space that typically includes, but to not limited to a kirchenette method table and settly ordin an areas, stadium, concert venue an other venue that is managed by the Program.

Installation Services, Start-Up Packs and Configuration Upgrade Services: a defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www oracle.com comments and which is incorporated by forester.

Instance: is defined as a single database environment. Test, production, and development environment are considered three separate instances that caust each be becaused.

For the purposes of the Oracle Benking API Infrastructure Program, Implace is defined to the environments (production and non-resolution) and to run the Oracle Benking API Program.

Interface is defined as each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each distinct third party product with which the Oracle Program is required to interface.

Inventory Location: In defined as a dedicated physical inventory space used by vendors to state that inventory within an area, stadium, concert tenne or other venue that is managed by the Program. Each dedicated physical inventory space must be consisted as one Inventory Location.

IK Invoice Line: it defined at one thousand invoice has item; processed by the Program of ing a 12 month period. You may not exceed the hierarch number of 1K invoice Line admins my 12 month period miles You exclude additional IK invoice Line becomes from Oresic.

IVR Pour: is defined as a single caller the can be processed via the Interactive Voye Response (IVR) system. You must purchase for the number of IVR Pour: that represent the manufacture consists of approximate callers that can be processed by the IVR system.

Oracle Java SE Substruption and Oracle Java E Deskrop Subscription: are defined as the right to use the specified Oracle Java SE Subscription Program(s) in accordance with he applicable metric and to receive Oracle Software Update Liverus & Support (himited to the specified Oracle Java SE Subscription Program(s)), for 1st some specified on the ordering document. The unburginging arms affective upon the effective date of the orbitrary program of circumstic union otherwise stand in Your ordering document. If Your order was placed though the Oracle Software Update Liverus & Support is provided under the Oracle Software Update Liverus & Support is provided under the Oracle Software to the time of the specified orbitraphon serm. Your subscription is a synthesic, at the date to the time feet for the applicable subscription. If You choose not to reads You subscription. Your right to use the specified Oracle Java SE Subscription Program(s) will temperate and You ment the faculated force for the polarization.

Klichen Display Client: 1, defined at a device that it used to display and monitor the status of ordered seems. If multiplexing bardware or software [e.g., a TP monitor or a web error product) is used for mumber must be meetined at the multiplexing from the contract of the contract of the multiplexing from the contract of the contract

Learning Credits: may be used to acquire emounts product and services affects in the Oriole University enkine entitleges posted at him forwards come does not under the terms specified therein. Learning credits may easily be used to acquire product; and services a the list price in effects the use You order the relevant product or curves, and may not be used for any product a market that is subject to a discourace a promotion when You order the relevant product or service. The his price will be recincted by applying the discourace specified to You by Orde. Notwithstanding anything to the commany in the personal fore expenses. Jearning credits may also be used to pay takes, an attribe and or expenses reliable to You order, however, the discourat specified above will not be applied to use the case, materials and/or expenses. Learning credits are valid for a pensed of 10 conthis from the date You order is accepted by Oracle, and You for any product and count use may acquired services prior to be end of such period. For may only use learning credits in the country in which You sequired them, may not use them as a payment method for additional learning credits, and may not use affected beauting credits account to require a nucle product or service or things related takes, materials when using saming credits are constructed and non-resignable. You may be required to execute standard Oracle ordering materials when using saming credits to adde product or services.

SM in Manager Access: it defined at one million U.S. Bollios of the following total. (1) Book value of agricultural in capital leases, direct furnising leases and other finance leases, including residually whether owned or managed for others, between the Program pite (2) Book value of sates on operating leases whether owned or managed for others, across on the Program pite (3) Book value of leases, notes, conditional talest commers and other receivables to when did managed for others, across onthe Program pite (4) Book value of name carming access, owned or managed for others, which were providing leased and active on the Program.

columns about from turns remained issues and repostered about, plus (1) Ourism cost of asset underlying leases and long our nated and active on the Program, then held within the provious 12 months.

Managed Resources is defined as an infrastrul authorized by You to use the Programs which are installed on a single server or on multiple survers, regardless of whether the individual is softwely using the Programs at any given time. In addition, Your employees, contractors, partiests and any other individual or entity axinaged by the Programs thall be consided for the purposes of determining the number of Valenged Resource literates required.

Member Record to defined as each unsque contenues loyalty Program Member Record managed by A. Program 100K Member Records shall mean the handred thousand Member Records.

Merchandise: n defined a unique term or SKU of a consumer good

Module: is defined as each production database running the Programs

Monitored Uters in defined as in individual who is monitored by an Analytic: Proprint which is installed on a single server or multiple servers, regardless of whereas the individual is netwelv being monitored it may given time. Individual users who are licensed for in Analytic: Program by enther Nathed Uter Fire or Application Uter may not by themsed by Monitored Uter. For the purposes of the Ungo Accelerator Analytics Proprise, every near of Your incensed CRM (size application Program must be incensed. For the purposes of the Human Resources Compeniation Analytics Program, all of Your employees must be incensed.

For the purpose of the following Oracle Governance, Rick, and Combinate applications: Application Access Controls Governor, Application Access Controls for E-Business State. Controls for ender the E-Business State of French Controls Governor, Configuration Controls Governor, Preventive Controls Governor, and Governor, Rick, and Compliance Controls State, the number of Monatored Users in equal to the tools funded of funder E-Business. State units (individually being mountained by the Program(s) as created defined in the User Administration function of E-Business State. Users of Programment and/or Self-Service Fluxion Besoners: are excluded.

For the purpose of the following PeopleSoft Enterprise Coverance, Risk, and Compliance applications. Application Access Controls Governor. Application Access Controls for PeopleSoft Enterprise, the number of Magazined Users a equal to the total number of unique PeopleSoft Enterprise (or any other custom applications. "Programs.) users (materials) that the regram manufact

MySQL Cherter Carrier Grade Edition Annual Subterription, MySQL Superprise Edition Annual Subterription and MySQL Standard Edition Annual Subterription and MySQL Community. But the hypothesis of the term postfield on the error of the hypothesis of the term postfield on the error. MySQL Community Edition for the term postfield on the error. MySQL Community Edition for the term postfield on the error. MySQL Community Edition for not include updates of any land. The subterription term is effective upon the effective date of the subterription cardering document, the subterription term is effective upon the effective date of the subterription cardering document. If Your order was placed through the Crade Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update Lacense it Superior termine are provided under the applicable technical hypotription in effect in the time the error was provided. You must obtain a subtemption increase for all terview to the MySQL On the Carnet Grade Edition, MySQL Enterprise Edition and/or MySQL Community Edition is exployed, then You must also purchase a short prison because for all discusses for which You MysQu Community Edition is exployed, then You must also purchase a short prison because for all discussed Update License & Support software Update Edition is exployed, then You must also purchase a short prison because for all of surfaces and surfaces of the MySQL Community Edition abstraption license for all all publication license for all of surfaces. You may be the Oracle Software Update Edition is all the mass of the superior of the surface of the s

med User Plant in defined as an individual ratherance by You to use the Programs which are installed on a stagic server or miniple servers, regardless of whether the individual is netween using the Programs, show that A zoo lumino operated two same part of our to the Programs, if such devices on according will be counted in a manner user plan in addition to all individuals authorized to use the Programs, if such devices our according

regions: If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be meanined at the multiplexing freet end. Automated batching of data from computer to computer it permitted. You are responsible for one ring that the numed user plus per processor minimum; are maintained for the Programs contained in the user maintains table in the account grades served user plus per processor minimum; and the maintains must be from the formula grades served users plus required and all account users must be found in the maintains must be provided for the maintains must be provided for the maintains must be provided for the programs.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plags in for Non-Oracle Middlewate. Management Pack for Non-Oracle Middlewate and Management Pack for WebCenter Suite, only the over of the Program that is being managed monitored are consisted for the purpose of datasms ming the number of Menagement Pack for Science (e.g., page 1997).

With respect to the following Programs. Load Testing, Load Testing Datalopes Edition. Load Testing Accelerator by Oracle Datalogs. Load Testing Surfe for Oracle Applications and Oracle Datalogs. Load Testing Surfe for Oracle Applications and Oracle Datalogs. Load Testing; each emplayed human men and non-human operated devices shall be considered as a springly user and thalf be counted for the purpose of determining the number of Named User Plan Bestines required.

For the purposes of the following Programs: Data Machine and Subsetting Pack, only the users of the database servers where marked data or data unious congeniate areas to commend for the purpose of determining the nameter of december required.

For the purposes of the following Program: Application Management State for Oracle f-Business State. Application Management State for PeopleSod. Application Management State for Section Management State for ID Edwards Enterprise One. Real User Experience Insight and Application Replay Each all users of the respective managed application Program example counsel for the purpose of determining the number of the state or quiet.

For the purposes of the following Program: Oracle G. deoGate and Oracle followings for Oracle Applications, only (2) the other of the Oracle database from which Yeu capture data and b) the uters of the Oracle database where You will apply the data smoot be commed for the purpose of determining the commed of locales required

For the purposes of the following Program: Oracle GoldenCas, for Eng Data, only the uners of the source Oracle or non Oracle dumbase(s) or NoSQLimpositories from which You expense dumbant be extended for the purpose of determining the cumbes of homica required. For any meanaging systems from which yes capture data, every quitte topic at counted as a uner. For multiple source databases, NoSQL repositories, or meanaging systems all uneraftee all sources must be counted.

For the purposes of the following Programs: Oracle GovernGote for Manageme and Oracle GoldenGote for Teradata Replication Services, unity (a) the overn of the database from which it on agricus data and (a) the overs of the database where You will apply the data must be counted for the purpose of determining as nonther of licenses test and

Fur the purposes of the following Program. Oracle GoldenGare for Non Oracle Statistics only (a) the users of the Non Oracle database from which You copute data and (b) the users of the Non Oracle database mass You will apply the data must be counted for the purpose of determining the number of incenter required.

For the perposes of the following Freezens: Dom Imagener Freezens Edinou and Data Register Enterprise Edizion for Oracle Applicament, only the many that are diments or accessing the data transformation processes about to counted for determining the marghest of licenses required.

For the purposes of the following Programs: Oracle Mobile State Client Stammae and Mobile Application Framework, only the end users of each Application Document and the countries for the purposes of determining the number of lines as required, regardless of the choice of the mobile application development tool or the framework used to build the Application Development.

For the purposes of the following Program. Andir Venit and Dotthers Firewall, only users of the sources which are protected manifeld of suding must be consisted for the purpose of determining the number of lives as required.

Fire the purpose of the following Program: Java SE Decktop Subscription, the term "tart of "reflect to a decktop companies."

Nerwork Derice: is defined as the hirdwise and/or coffering whose primary purpose is to route and committee members computed or computed nerwork. Examples of nerwork decices include but are not limited to routes, flowards, and network load before.

Lirons Definitions and Rules 1993118 US ENG

Dago 2 of 1

No. Employee User - Externel: it defined at no individual, who is not Your amployee, commenter or outcomest, authorized by You outsethe Programs which are installed on a single server or contrible servers, regardless of whether or not the individual is served until the Programs or no viscon time.

Oracle Finding Contract: in a contract between You and Oracle (or one of Oracle); affiliates) that provides for parameter over many of some or all of the name one under Your order.

Order Line: It desired at the total number of order entry line stems protested by the Program during a 12 month period. Multiple order entry line items may be noticed at part of an individual dustance order or quote and may also be automatically generated by the Oracle Configuration. You may not exceed the hornest number of Order Lines during any 12 month period unless You sequire additional Order Line theories from Oracle.

1.000 Page Views: in defined a 1.000 Page Views per blouth, where one Page View means one visit by a unique interced uses to

Partner Organization: is defined to an external third party business entity that provides place-redded services to 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 reading distribution, agent, dealer or broker.

Person: a defined at Your employee or confined on the related procking on behalf of Your organization or a farmer employee who has one or more benefit plant managed by the system or commune, to be part through the system. For Project Resource Management, a person is defined at an infurdual who is achieved on a project. The total number of farence, needed is to be based on the path number of part time and full time people whose records are recorded in the cytical.

Physical Servers is defined as each physical server on which the Fromano are maralled

PEN Entry Derice (PED): w defined at an electronic hardway derice must used in a debut, credit or must card-based unmarried to accept and entrypt the card-based personal identification mander. PET).

Ported Number: et dafined at the telephone mucher that and unatterns no they change from one terrore provider to mother. This relaphone number originally sender on a telephone switch might moved into the responsibility of another telephone switch.

POS Client: 12 defined at a detace that is used to record any part of a the transaction or related end-user functionality such as workstation reporting, each management, one growner, title management or manager operations. If malitylening hardware or software (e.g., a TP monitor or a web server product) a used, this number must be measured at the multiplening front end.

For the purposes of the Oracle Hospitality Quest access POS and Device Client Process, a POS Chem is a most access control method that uncludes, but is not limited to, turn of each guest and award doors that are undured by the Program. For each guest access control method, both extrance and extraounts count be counted for the purposes of estimation the trumber of bosones required. For example, each turns the counted as proc POS Chem (one for extraording one for extra

Processor: chall be defined as all purcessors where the Onacle Programs are installed and or unning. Programs beginsed on a processor batte may be accounted by Take interest man; (including agents and contractors) and by Take the department. The number of tength of licenses; thall be determined by malinghing the total number of costs of the processor by one processor becausing factor opening of each licensed Fragge in as to be aggregated before multiplying by the aggregates consequence. All consects all numbers are types remained up to the next or beginning to the processor invariant by the standard Edition and all fractions of a number are types remained up to the next of the number. When invariant Oracle Programs by the Standard Edition and all fractions and all fractions of the contract of the standard Edition in the product name (with the exception of WebConner Enterprise Capture Standard Edition Inva SE Support, Java SE Su

For manaple, a malineers chip broad server with an Oracle Processor Core Factor of 0.25 meralled and/or ramning the Programs of Standard Edition Programs) on 6 cores would require 1 processor (seeing 16 malphiled by a core processor Islandard Edition Processor Islandard to the control transfer in the Institute of 25 capability. So, which is then remained up to the next whole manber, which is 27. At another islandard in the Oracle Processor Core Factor Table installed and or magning

the Program on 10 const created require 10 processes because (10 multiplied by a core processes becausing factor of 10 for 'All other antincore chaps,' squals 10)

For the purposes of the following Program: Octobe Healthcare Data Repository, only the processors on which Imment Application. Server Repository, only the processors on which Imment Application. Server Repository, only the purpose of determining the number of licenses required.

For the purpose of the following Programs: (Support, (State and Configurator, only the processors on which Into Let Application Server (Stradard Edition and/or Emergence Edition) and the becaused Program; e.g., (Support, (State and or Configurator) are running must be commed to the purpose of determining the number of bicasies required for the bicanced Program; under these bicasies You may also metall and or run the liceased Program on the processors where a licemed Oracle Database (Syndard Edition, and/or Enterprise Edition) is invalided and/or running.

For the purposes of the following Programs. Configuration Menagement Pack for Applications, System Monatoring Plag-in for Non-Oracle Databases, System Monatoring Plag-in for Non-Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter State only the processors on which the Frogram that to being menaged monatored are running must be counsed for the purpose of determining the number of licenses sequired.

For the purposes of the following Program: Data Making and Subsetting Fack, only the processors running the database server: where marked data or data indices original, must be counted the the purpose of determining the number of houses required.

For the purposes of the following Program: Application Management Suite for Oracle E-Business Suite, Application Management Suite for Siebel, Application Management Suite for Siebel, Application Management Suite for InterpriseOne Application Management Pack for Unliner and Application Management Fack for Texture and Policy Management all presenters on which the middleware and/or disables codinate the support the respective managed application Program are running must be commed for the purpose of destructions the number of licenses required.

For the purposes of the following Programs: Application Resists Problem Read User Expenence Insight all processors on which the middleware software that supports the expective managed application Program are training exact be commed for the purpose of determining the number of facences required.

For the purposes of the following Programs: Information ProperCents and PowerCennect Adapters: and Application Adapter for Wirehouse Builder for PeopleSoft Oracle E. Builless Suns, Subbell and A.P. only the processor(1) on which the target database is running must be commed 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 Cracle Application. Data integrator and Application Adapters for Data integration and Application Adapters for Data integration and Application Adapters for Data integration, only the processors of these the data transformation processes are executed must be counted in the purpose of determining the number of formation required.

For the purposes of the following Program In-Methory Database Cache, only the processor on which the Tunes Ten In-Memory Database component of the In-Memory Database Cache Program is installed and/or running count be counted for the purpose of determining the number of licenses (would

For the purposes of the following Program. Oracle GoldenGate and Oracle GoldeGate for Oracle Applications only (a) the processors mining the Oracle of white Both while You capture dark and (b) the processors running the Oracle database where You will apply the data must be control for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle Golden, Gare for Mainfrance and Oracle Golden Gare for Condition Replication Sattless. This (a) the processors running the database where You will apply the data must be counsed for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldanGotta fire Non-Oracle Database, only (a) the processor; remains the non-Oracle database from which You capture data and (b) the processor; remains the non-Oracle database where You will apply the data must be complete for the purpose of determining the number of houses required.

For the purposes of the following Programs: Oracle GoldenGare Application Adapters, only the processors running the source Oracle or roa Oracle database(c) from which You capture data must be counted for the purpose of determining the number of Lyonese required. For multiple source databases, all processors for all towards must be counted.

For the purpose of the following programs: Oracle Goldensiate for Big Data, only the processors reasons transming the source Goldensiate for min.

Oracle details (a) or NoSQL repositories from which you capture data must be counted for the purpose of determines the mumber of homeoner registerd. For any memoring poleron from which you capture data, every 25 governings on the total processor. In the internore of multiple source databases. NoSQL repositories, or messaging systems, all processors for all sources cannot be compared.

For the purposes of the colorums, Programs: Audit Veult and Dotabase Furewall, only the processors of the sources which are protected, monitored or above during the number of license required.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processor on which goester are processed must be coming. You do not used to come processors on which the Program is running for indicating content in configured content councer; as long as the foregoing is the only according to program on all the processors installed or a given server.

Project: it defined at a teheduled trace parcent plan in operation

Property: is defined as a location with a male physical address.

600.000 Queries Per Day) to defined at five numbed thousand queries from indiright to the next and page up down through results (any best box query, change in facet belocker, change in facet wheel). Queries box query, change in facet belocker, change in the tweeth. Queries that can be remembly shown to be generated our machener in metal such as the programs for non-production users including the development, quality atomics, and performance texture. You may also use the programs for non-production user unclading out and immed to development, quality atomics, and performance texture.

SM in Revenue; in defined an one milhou U.S. Dollars in absence (interest income and non-interest income) before adjustments for expenses and taxes generated by You during a fixed year

SM Reviews Under Management: in defined to one million U.S. volume in all income (interest income and non-interest income) before adjustments for expenses and many presented by You disting Adjust your for the product lines for which the Programs are used.

Record. The Customer Hab B2B to a bundle that includes two components. Seebel Universal Customer Masses B2B and Oracle Customer Data Hab. For the purposes of the Customer Hab B2B application, record in defined as the total number of unique customer databases records stored in the Customer Hab B2B. A customer database record is a customer business employ a configuration of e. a bundle in a component of Customer Hab B2B. A customer database record is a customer business employ or company second, which is created as an account for the Subbal Universal Customer Masses B2B product as as an examination for the Oracle Customer Data Hab product.

The Customer Hub BBC is a bundle that includes two components. Stabel Universal Customer Maxim BBC and Oracle Customer Dam Hub For the purposes of the Customer Hub BBC application, recorded defined as the rotal number of among continuous database records stared in the Customer Hub BBC application (i.e. stated in a component of Customer Hub BBC). A customer database record is a mappe continuous type flyical personal recent, which is stored as a counset for the gastel Customer Master product or as a person for the foracle Customer Data Hub product.

The Product Hub to a public that includes two components, Seebel Universal Product Master and Charle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the rotal number of unique product database records store number to furnishe product for his application (i.e., stored in a component of Product Hub). A product database records it a matrix is product at a SEU toroid in the MTL_SYSTEM_ITEMS rable with an active or machine and does not usefulde any instances itself. (** *-ital itsuic*) or organization assignments of the cause noun.

For the purp set of the Cate Figh Program a second it defined as the total number of unique case distribute record in red in the Cate
High Program. A case distribute record is a unique sequent or recoverespining intertigation or service smeed in 5. CAS highly with an
active out active states.

Vor the purposes of the Site Hub Program 2 record it defined at the total number of unique and database records overed in the Set SITES B cable of the Site Hub Program. A site database record in a unique site (e.g., an asset, a building, part of a building (table as a store or a famochies within a store, an ATM, etc.)) cored in the Site Hub Program.

For the Programs lested above, please see the application licensing prerequinted at the Applications Licensing Table which man be accessed at http://oracle.com/comment for the grant and restrictions of the underlying Cracle technology

For the purpose of the Oracle Data Relamousing Management drogram, a record to defined at the sungue occurrence of any business object or market into construct that You choose to manage within the Program. Records may describe any number of enterprise information extent, commonly sedemed to a base members, including but not limited to cost senses; below seconds longer enterprise organizations, produce, vocalors, accept, locations, regions or employee. Additionally, a second may altograe a cummany object, commonly referred to a colling member, that other cummarizes have members or describes hierarchies information accordated with underlying beam embers. Records represent unique occurrances and they do not include any duplicates or thand references that may be economial fee makes data management purposes.

For the purposes of the Supplier Aufreycle Management and Supplier Hub Frugrams, a record is of med as a maque Sounces: entiry or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecover Management and Supplier Hub Programs.

For the purposes of the Life Sciences Consumer Haio Program, a record is defined at the number of unique customer database records to a unique physician (i.e., physical person) record which is stored as a contact for the Otacle Life Sciences Contourer Haio Program.

1000 Recorder is defined as 1000 eleansed seems (i.e., rows) that are computed on a production data flow of the Data Quality for Data Integrance Property.

Registered User: it defined at an individual authorized by Youto use the Programs which are installed on a single serven or multiple current, regardlest of whicher the individual it actively using the Programs at any given time. Registered Users shall be business parents: and or customers and shall not be Your employees.

150,090 Requests Per Days to defined at two hundred fifty thousand requests from midmelt to the next madingly (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated we malicious intent, each at Denial of Service areach, are not counted against the number of lacemed requests. You say also use the Program for non-production uses, including but not limited to development, quality accurance, and performance restains

For the purposes of the following Program: ATG Well Commerce, requests on the full ATG papeline at the ATG Dynamo Handler in the Sewiet Program and by web browners or requests where cells in the projection systems, including, but not limited to. ISP page requests, Ajax requests, REST service requests, SOAP service requests, web service calls by native mobile applications, rich from end applications or other integrated external systems must be control for the jurpose of determining the number of discussive control.

For the purposes of the following Program WebCenter Sites for Oracle ATG Web Commerce, requests to the production WebCenter Sites or production WebCenter Sites Service requests for page of page fragments. ISF user requests. REST service requests. SOAP correct requests or web service original cells by browners or external application must be counted for the purpose of datarranana the counter of the purpose of the purpose of datarranana the counter of the purpose of datarranana the counter of the purpose of the purpose of datarranana the counter of the purpose of the p

For the purposes of the following Program: Enders Experience Minager, requests at the production expenditure API unclosing but not limited to say page request for Experience Manager, any single submitted query but the Search Engine (text box queries, selection or danger in facet reflection), page requests by an application (e.g. ATO Web Codemeter), direct respects from web becomes; the facet respects them web becomes; while senter calls by notice and noted applications, such from end applications or other integrated external systems must be counted for the purpose of denomining the number of Lewister required.

Retail Register As defined as any devace designed to record any part of a sales transaction

For purposes of the Oracle Retail Notice Office Program, the licensed quantity purchased must at a minimum be equal to in greater than the market of Retail Registers on which the Oracle Retail Notice Point of Service Program is installed audior number.

Real Store: to defined at my location where two or more people we employed to generate sevence by telling goods and territors to characters.

Retail Wireless Device: 1: defined as a detached device that accesses the Program. Examples of waveless devices include but are not improved to regime in RF devices. PDAs.

Revenue Center to defined at a logical reporting as configured within a Location. For example, a rentourant that keeps to report and configuration equate from its but and its room restore would require 3 Revenue Center licenses (one for the example, one for the but and one for the security).

ResettaNot Pertuer interface Processor 2 (PEP:20): are defined as business processes between trading entract. Preconfigured system-re-system XML-Dr ed dialogs for the relevant E-Business Sume Application(s) are provided. Each preconfigured PIP maintains business document with the characteristic dialogs.

Rule best: it defined at a data rule; file containing current for a given country in order to perform that quality functions optimized for that country.

Server in defined as the computer on which the Programs me installed. A Server license clow: You to use the incensed Program on a single specified computer.

For the purposes of Acuse Packet Programs, Acuser in a puriful environment is defined as a virtual machine image

Service Order Line: is defined as the total number of terrice order early line as an processed by the Program chaing a 12 month period. Multiple curvice order early line items may be entered as part of an infrared lead continue vertice order or quose. You may not sexeed the been sed number of Service Order Line during any 12 month period unless You require additional Service Order Line licenses from Oracle.

1,000 Sinet: in defined at one throughd unique time added to Multi-Sire Queries record during a 12 month period. Sires added to Multi-Sire Queries are listed as recertly in the Sire Characteristic View and the Billing Group View of a Multi-Sire Querie. A Sire record is uniquely defined by in Service Account and Service Pour fields. A maje Sire is defined by in Service Account and Service Pour fields. A maje Sire is defined by in Service Account and Service Pour fields. A maje Sire is defined by in Service Account and Service Pour fields.

Sockets as defined as a slot that houses a chap (or a main purp module) and contains a collection of one or more cores. Regardless of the number of cores, each chap (or main-chap module) that I count as a shape backet. All occurred tookets on which the Program a tradelled and or running must be licewied.

Oracle Solarit Premier Subscription for You Oracle Hardware per tocket on defined at the right to use the Oracle Solarit Programs (as defined below) on hardware incommandaturated by on fur Sunforce to and to receive Oracle Premier Support for Operating Systems corrives (limited in the Oracle Solarit Programs), for the team to enfect in the oracle Premier Support for Operating Systems control in the party to the Oracle Solarit Programs may control the oracle Solarit Programs may return the oracle Solarit Programs may enter in this party technology (as defined below). The Oracle Solarit Programs may enter in the party technology (as defined below) and Documentation, "randma" files or the intelligent details in commention with such third party technology. Third party medianology will be licensed to You either under the farmer of the agreement or if specified in the Program Documentation, "reached files, or the intelligent details, notice reports before teams! Operate terms! I and not under the farmer of the agreement. The Oracle Solarit Programs amounted on the intelligent programs are component of the agreement. The Oracle Solarits Programs amounted with the term of you was placed to component of the Oracle Binary Code License Agreement for the Isaa SE Platform Products, and not under the oracle Disease of the Oracle Binary Code License Agreement for the Isaa SE Platform Products, and not under the oracle Court of the Oracle Binary Code License Agreement for the Isaa SE Platform Products, and not under the oracle of the Oracle Binary Code License Agreement for the Isaa SE Platform Products, and not under the oracle of the Oracle Binary Code License Agreement for the Isaa SE Platform Products can be found at warm and the contract of the Oracle Binary Code License Agreement for the Isaa SE Platform Products can be found at warm and the contract of the Oracle Binary Code License Agreement for the Isaa SE Platform Products can be found at warm and the contracts of the Oracle Binary Code License Agreement for the Isaa

The subscription is available only for a curve that it confided by Oracle and listed on the Hardware Comparathry List (HCL) at him flavors oracle converted bother sections of the line. You many obtain a cohortificion because the each not win the curver. The subscription term is effective upon the effective date of the subscription called ing document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Storm, then the effective farth in the date Your order was coopted by Oracle. Oracle Premier Support for Occasion System networks are provided into the highest school support beliefs in effect at the size the services are provided. At the end of the specified term, You may renew Your subscription if available, at the than suffere for fair curverysion.

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 You order specifies "64 socket server" then You may use the subscription for servers with any number of sockets.

tefined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) by rem. If Abysical in has emaltiple POS systems, then each POS system must be counted as a Stoce

Stream: is defined as a consument backup or restore job to a tape, dish or closed ranget. For tape tagest (which would be a physical tape drive (e.g., \$10000D or LTO6) or a simulatape drive), each configured tape drive within the Oracle Section Backup domain must be common for determining the number of licenses; required. For disk targets, each concurrent job defined per Oracle Section Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets will tring the Oracle Section Backup disk pool must be counted for determining the number of Received reconnect.

Subscriber: as defined as (a) working elephone mamber for all waveline devices; (b) a portable hydred or paging device that has been activated by You for whele communications and paging; (c) a residential drop or a non-expected of device serviced by a cable growder, or (d) a live connected or tity meter. The total number of Subscribers in equal to the aggregate of all types of Subscribers If Your business is not defined as theoremsity definition of Subscribes above. Subscribes is defined as each U.S. \$1,000 merement of Your goost armital assence as (uponed to the SEC in Your annual aspect or the equivalent secondaring or reporting document.)

Suite: 25 defined at all the franctional toffe e component described in the product do

Sun Ray Device: is defined at the Sun Ray contrater on which the Program is running

ent. Test production. nd development configurations are considered three bystem: in defined as a imple configuration environseparate systems that must each be licensed.

Tape Driver is defined at mechanical devices used to recoverably write read and remove data from magnetic tape mecha. Typically used, but not limited to, data protection and actival purpose; tape seven are deployed either as a stradatione unit(s) or housed within a robotic tape library. Examples of tape drive include by an not limited to, Larent Tape Open (LTO), Dignal Linear Tape (DLT), Advanced limitingent Type ATD, Quarier-incht Curtorder) QCC). Dignal Audio Tape (DAT), and Smin Helical Scan. For cloud based backups, Otacles counts each parallel unsum or Recovery Manages (RMAN) channel at equivalent to a tape drive.

Tage Library Slot: is defined as a physical alor beamon of him a tipe higher where each alor accepts a finale tage causidge.

Technical Support

Accuminate support
For purposes of the ordering document technical support consists of annual recipical support services. You may have ordered for
the Programs, if ordered, annual recipical support metading first year and all such quant years) to provided under Oracle's technical
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subject to change at Oracle's discretion, however, Oracle policy changes will not result at a metall reduction in the level of services
provided for supported Programs during the period for which fees for a reclinical support have been paid. You should review the
publishe prior to annualing into the ordering document for the applicable corriers. You may be set the current vertical of the technical cupport policas, at http://eracle.eum/er

Technical support is effective upon the effective date of the ordering document unless otherwise spand 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 for any successor technical support officing to Software Update License & Support, "SULS") argumed with Your order that be renewed annually and, if You renew SULS for the same member of license, for the same Programs, for the first end second seewal years the fee for SULS, will not increase by more than 4% over the gain years lee. If Your other in hilblied by a memory of Oracle specime frogram, the fee for SULS for the first reterval year will be the pive quoted or You by Your portner, the 5g for SULS for the record renewal year will not increase by more than 4% over the prior years fee:

If You decide to purchase technical support for any license within a hearts set, You are required to purchase technical support at the came less for all licenses within that license set. You may be upport a rebest of licenses in a license set only if You agree to summans that subset of licenses. The reclassical support fees for the remaining licenses will be priced in accordance with the sechnical liens; in offset at the time of termination. Oracle's because out definition is available in the current technical cappent INODOUT.

olicies. If You decide not to purchase webmost rapport, You may not update any unsupported Program because with new vertices of the Program.

Telephone Number: 12 defined 25 each unique relephone 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: 12 vehicle at a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

SB in Total Assets, in defined to one billion U.S. dollars of Your latest published or internally symilable. "Total Asset Value" as disclosed in Your and oil report and/or regulatory filtures.

Trainee: is defined as an employee, compactor, student or other person who is being recorded by the Frontie.

Transaction: is defined as each set of mierzetions that is monisted by an application user recorded by Oricle Enterprise Managor to capture at allabelity and performance mentics used in calculating service lattels. For example, the following set of interactions would represent one consection: legin, therefore consections are consection:

Transaction Services Chang: is defined as a decade that is used to seem to do from an energial source to second a tales unmastrion (e.g., a decade in a coffice shop that is used by customers to entire their sandwich orders). If challed come hardware or software (e.g., a TP measure or a web server product) is used this number must be measured at the multiplicating from end.

For the purposes of the Oracle Hospitchty Simplebry Transaction Services Program, closures that are used to send property or revenue center configuration to an external source must be counted as Transaction Services (theats. For example, if a digital significant wants to display mean stem information (e.g., power, some ew) on a mean board behind the counter and the mean showed system requests that a device provided a list of the cream seeing and princes that are as a sole for purchase, then that device amost be licensed as Transaction Services Client.

CPK Developer: it defined as an individual authorized by Yellor tile Programs which are initialled on a single server or institute server, segardless of whether the individual is antively using the Programs at any given uses. CPK Developers may create moduly, they and interact with annulations and documentation.

UPK Module: 15 defined to the functional refevere component describes in the product documentation

Video Wrapper: in defined as a remdardized container that acts as a file victom fice video graets installed per site. Ensurely, of video grappes formars include GEF, NDEF, OPLA, AVV Quicktime and LEF.

Wheelers handret: is defined as a mobile communication decision such as a mobile elephone, FDA, or paging decise, that has as gammary functions wireless communications and data corresponded through a certific provider.

Workstmbons at defined at the chemical from which the Programs are being accessed, regardless of where the Programs at accessed.

Term Desirnation

1. 2. 3. 4. 5 Year Termo: A Proxime brance openifying a 1. 1. 3., 1 or 3 Year Term shall commenced in the effective date of the order and shall continue for the procedure period. At the end of the specified period the Program license wall terminate.

Scenting Rules for Oracle Lechnology Frograms and Oracle Business Intelligence Applications
Fallowers Subject to the conditions that follow below. Your license for the Programs listed on the US Oracle Technology Price List,
which may be accessed at http://www.oracle.com/us/corporate/pricing/price-lists/index.html, melades the right to run the largested Program(s) on an unalisenced spare computer in a failurer environment for up to a total of ten separate day; in any given co year (for brample, 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 doubles when a number of machines are entanged in a cluster and share one disk array. When the primary node fails, the right only applies when I number of machines are arringed in a clinical and name one time that when the primary note is fallower node are repaired. You must switch back to the primary note. Once the fallower node is repaired. You must switch back to the primary note. Once the fallower node is not be licensed. In addition, only one fallower node per clustered environment is at an obsige for up to test separate days even if multiple nodes are configured as fallower. Downton, for custoftenance purposes counts for had the test separate days limitation. When beauting options on a fallower environment, the options must match the number of hearnest of the associated disabase. Additionally, when licenting by Named User Plus, the uses minimums are waived on one failurer made only. Any use beyond the right granted in this section must be hearned separately. In a failurer environment, the same license metric many be used for the production and failurer modes when beening a given clustered configuration.

Testing: For the purpose of testing physical copies of backups. Your because 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 calcular year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Physican binary aller are copied or synchronized

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

- Oracle Database Standard Edinon 2 may only be licensed on server; that have a maximum capacity of 2 sockets. When used with Oracle Real Application Circters Oracle Database Standard Edinon 2 may only be licensed on a maximum of 2 me-socket servers. In addition, notwithstanding any provision in Your Oracle because agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CCU threads at any time. When used with Oracle Real Application
- Chisten, each Oracle Dabituse Standard Echhon I chebase may use a maximum of 3 CPU threach per unitence at any time. If You purchase Named User Flux (NUP) hoemes, You turn meintain a minimum of 10 NUP per server. If you me hoemang the Oracle database Program, you may not care or permit reverse engineering (unless required by law for insecoparability), discoverably or decompilation of data formers, included in or produced by that Program, the foregoing meludes a prohibition on inverse engineering of code, data and termes, file formative transmitted from the program or the oracle of that Program or the oracle or the program or those or the program or the oracle or the program or the oracle or the program or the oracle of that Program or those oracle or the program of the program or those oracle or the program or those oracle or the program of the program or those oracle or the program of the program or those oracle or the program of the program or those oracle or the program or the program or those oracle or the program or the pr

- Exadata Databate in-Memory may only be used on Exadata Databate Machines and Oracle Superchaters

 Exadata Malhtenaut may only be used on Exadata Databate Machines and Oracle Superchaters

 Webliogic Surver Standard Edinoci does not melujar Webliogic Server Capturing

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 Bermana Intelligence Standard Edinoci does not melujar webliogic Server distance.

 The data sources for BI Server and BI Publisher are limited to the included brasta Standard Edinoci One, one other database.
- The data sourcer for BI Server and BI Publisher are lemined to the included brack Standard Edition One, one other distribute, and any number of that file sources such as CSV, and XLS. You may use Oracle Warshouse 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 PowerCenter Adapters may not be used on a standard as bosis or as a standardne ETL tool. The Informatica PowerCenter and PowerCenter Adapters may be used with any data there provided the target(s) are: (i) the Oracle Business Intelligence apply above PowerCenter Adapters may be used with any data there provided the target(s) are: (i) the Oracle Business Intelligence Extended Edition Programs on Oracle Business Intelligence Extended Edition Programs are or (al.) a making database for may of the forestant. Information PowerCenter and PowerCenter and PowerCenter in all the be used where the Oracle Business Intelligence applications for the forestant. Information and PowerCenter and PowerCenter in all the be used where the Oracle Business Intelligence applications: Programs are the target provided, that after do not use Information Programs are the target provided. PowerCenter and PowerConnect Adapters to transform the data.
- With respect to the law SE Advanced and Isra SE Sure Programs. You may not create, modify, or change the behavior of or authorize Your overs to create, modify, or change the behavior of classes, interfaces, or subpackages that are in any may identified as "jiwa" "jawas" "am" or "coacle" or any variation of the affine monitored naming continuous. The installation and auto-update processes for these Programs transmit a lineated renount of data to Oracle (or its service provide) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable on. You can find more information about the data Oracle collect: at http://oracle.com/comment. Additional copyright and lesures terms applicable to portions of the Programs are set form at http://oracle.com/comment. шетта

- Approximation that contain "for Oracle Applications" in the Program name are limited use Programs. These amited use Program may only be used with "elagible" Oracle application Programs that contain the following prefixes in the Program name: Stock Formed Oracle Communications", Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Jernil*, Firsted Oracle Communications? Oracle Documation Oracle Emissions? Oracle Encodeding Oracle Media, Oracle Media, Oracle Media, Oracle Law, Oracle Media, and Oracle Relate. For those prefixer designated above with a "a" and all Programs with that profix are abbotis for one with the "for Oracle Appleanous" limited the Programs. For a first of excluded programs plazas are substituted in Licensia, Table, which may be accessed at him Programs. For a first of excluded Programs arbitrary of Oracle Bedrace United Sections of English Programs and Appleanous Programs of the Oracle Appleanions may only be used with oligible. Oracle applications programs into contain "Oracle Fusion Haman Capital Management" at a profix in the Program name provided that the Oracle Fusion Haman Capital Management? A a profix in the Program name provided that the Oracle Fusion Haman Capital Management and the Application of the Program of the Oracle Application for the Oracle Application for the Oracle Programs of the Oracle Programs. application Programs that contain "Oracle Fazion Haman Capital Management" at a prefix in the Programs around provided that the Oracle Fazion Haman Capital Management Programs configured to major the dambare instance Cracle Surmers Intelligence Suite Foundations Edition for Oracle Applications may also be used with the Oracle Product Information Management analytics, Funion Edition, Oracle Customer Data Management Analytics, Funion Edition and Oracle Product Lifetyele Analytics from the programs provided that the Oracle Funion Applications for Oracle Applications may also be used with the following Programs provided that the Oracle Funion Applications are the only data source: Oracle Sales Analytics, Funion Edition, Oracle Funion Applications are the only data source: Oracle Sales Analytics, Funion Edition, Oracle Supply Chair and Order Management Analytics, Oracle Funion Analytics, Funion Edition, Oracle Supply Chair and Order Management Analytics, Funion Edition, Oracle Supply Chair and Order Management Analytics, Funion Edition, Oracle Supply Chair and Oracle Human Resource: Analytics, Funion Edition and Oracle Applications of the oracle Analytics, Funion Edition, Oracle Applications of the Oracle Applications and part of the Oracle Applications of the Oracle Applications and part of the Oracle Applications and part of the Oracle Applications and part of the Oracle Applications of the Oracle Applica

- Data Integrator Enterprise Edition for Oracle Applications may only be used within a Oracle Application, point and continuous statement of the unpfield jobs of linear For the avoidance of doubt example, of each that are not postulated but are not limited to the following adding new jobs that support different applications, new schemes, or previously examples and anglication modules:
- application module.

 Oracle 50A Since for Oracle Applications may be used only to enable integration, burnets processes, wedsflow interactions and approvals within chaptle Oracle Applications. Workflow interactions between chaptle bracle Applications and other are chaptle Oracle Applications of third party applications are allowed as long as they are either instanced or terminated within chaptle Oracle Applications. Users of SOA composites (including but not instanced or Rich., Medicor, XSL II stantishma, BPEL processes, Spring composites, Workflow services and OWSM recurrity polacies) in dilowed as long or a least one of the services mysted from within or in composite accesses an eligible Oracle Application of the content of the district of the invocation point of a flow that is either infinited or recurringled within eligible Oracle Applications. Oracle Service But (IOSE) in age is allowed as long as each various deployed accesses an eligible Oracle Application enter naturally (in Web retrieval or than addition.) (OSE) usage is allowed at long at each service deployed accepted an eligible Oracle Application some nativety qual were serviced on the making the Oracle Application may be used only to unface eligible Oracle Application; and common Oracle Web cases Portal for Oracle Application; may be used only to unface eligible Oracle Application; and common forms.
- applications (collectively, "eligible applications"). Surfacing any third party applications, including other any Comous form Crocks, requires a license for Orocle WebConner Perul. Multiple eligible applications may be purfaced in a single burth instance provided that a WebCenter Portal for Oracle Applications licenses exacts for each chimble application startlend in the portal.
 WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter servates (e.g., white them, and
 the actions) into an application context, as well as to build out rustom, workflows and notifications between the depublic principles and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Or cle

- pitersons Programmay be used to store and minute documents created estable of the eligible application provided instruct documents are related to the climble application or to the application context.

- document are related to the eligible application or to the application scenari.

 Once WebCerter Imating for Oracle Application may be used to create and modify analysis applications. Once WebCerter Imaging projectation document types, and to create and modify implications to making applications. Once WebCerter Imaging in Oracle Applications may also be used to myoke web service applications programming intents in (API s) from Oracle Applications workflows. A license for WebCerter Imaging for Oracle Applications in required to degine new document types for the application workflows. A license for WebCerter Imaging for Oracle Applications in required to degine new document and to myoke API, from enterior workflows are encountryplication untegration.

 Oracle Identity and Recent Management Suits Plus for Oracle Applications: may be used only to perform associated actions for meets of and within the displic Oracle Applications. The Programm may be used to do the following: (1) add, delete, modify, and imaging user adentity and tolers in the eligible Oracle Applications. (2) provide web access catangement and ungle again on mo classible Oracle Applications. (3) provide data storage of vitralities of the applications and ungle again on the classible Oracle Applications. (3) provide data storage of vitralities (4) provide meets and user adentity augmentation of eligible Oracle Applications. (3) provide data storage of vitralities (4) provide forders and ungle again to eligible Oracle Applications for Oracle Applications and oracle applications of the control oracle Application components.

 Oracle Coherence Emergence Enterior exposurement of the control oracle application components.

 Oracle GoldanGoine for Oracle Applications may only be used with the Oracle applications of vitral Architecture of the coracle application for Oracle Applications on the oracle applications of the coracle application of the coracle applications for Oracle Applications for Oracle Applications of the coracle corporation of the state of the s
- Aggragans solving option component or the Oracle English of the Program Frank of the United States for the Oracle English of the Hyperion Profitshipty and Cost Mys agreement Profitship in the Hyperion Fourier English of Costs Date Integrater for Business Intelligence Programs Such Instituted use thereine means that the Oracle English Physical English Instituted use thereine means that the Oracle English Physical English Instituted Hyperion Web Analysis and Oracle Date Integrate Oracle State from the Hyperion Profitship and Cost Management Programs. Specifically the Oracle English Physical Programs cannot be used to counte Exchange chair do not contain data used by the Hyperion Profitability and Cost Management Program and the Agreement Science option component of the Cuacle Eccase Plus Program may not be

If You purchase Named User Plus hearest for the Program: Bond below, You must maintain 25 Named User: Plus par

- Gracie Detrouse Emergine Edinon
- NeSQL Database Enterpy - Eaber
- Times Ten In Memory Carabase
- Rab Economie Edic
- CODASYL DEM ermine Educion
- Data Integrator | GoldenGate
- GoldenGate for Non Oracle Dambace GoldenGate for Manufestor GoldenGate Vendata

- Golda Gata fin Turadata Replication Services
- Golden Gate for Bug Data
- Chierkinte Foundmon Suite
- for Integrated Enterprise Edition for Oracle Applications

GoldenGate for Oracle Applications Enders Discovery Foundation for Oracle Application:

If You plachate Named User Pluz Ricoures for the Programs Bisted below, You must analysis 10 Named User Plus s

- form SE Editanced form SE Sales WebLogae Sever Standard Edition WebLogae Serber Enterprise Edition WebLogae State

- Web Tier Coherence Standard Nation One
- Coherence Enterprise Enteron Coherence God Edition
- Top Leid and Application De GlassFoli Server
- America Application Server Stand
- Internet Application Server Enterprise Edition."
- API Gateway BPEL Process Manager
- WebLogic Integration Service Registry
- Enterprise Repository Forms and Reports
- Managed File Transfer
- Toxedo Event Processing
- SOA Suite for Non Ornele Middleways Unified Business Process Management S
- Burinesa Process Management Standard Edition
- Application Adapters
 Oracle E-Bucinezz Sum Adapter
- Integration Adaptes for SAP R/3 Integration Adaptes for ID Edwards Wester
- Integration Adapter for Siebel Cloud Adapter:
- B1B for RosettaNet B1B for EDI
- Healthcare Adaptes B1B for ch32:IL
- WebCenter State Plau
- WebCenne Postal
 WebCennes Condens
- WebCanna Sates
- WebCenner Sinne Spelline Server
 WebCenner Steine Spelline Server
 WebCenner Universal Contest Management
 WebCenner Erner Reseptation
 WebCenner Erner Reseptation
 WebCenner Distributed Capture
 WebCenner Sinne Real-Times Calibroration
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- If You purchase Named User Pin: licenses for the Oracle Database Ferrenal Edition Program. You may only of one Named User Pilo, per database.
- If You purchase Named User Plus hoences for the Buraness Intelligence Standard Educes One Processed You may only have a maximum number of fully Maked User Plus Lorenzes.
- minimize with the Technology Associated Program Matching Table which may be accessed You are responsible for ensuring conat http://oracle.com/contracts.

Licentine Rules for Applications

You are responsible for excusing compliance such the application licensing prerequires as operated in the Applications Licensing Table, which may be accessed at the Conselection contents.

- Incentius Rules for ATG Amelication.

 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 for the Oracle ATG Web Reportables Manager Program are may hologous, expend You data model to include other information provided the additional information tripolements information is also by included in the Oracle ATG Web Commerce Program or in the Cracle ATG Knowledge Manager Program
- The Cogno: Bit Communer Bundle is included in the Origin AG Web Commerce Business: Intelligence Program and it. comprised of (2) one (1) reporting engine for monymous view of contraining of the mone that two (2) processors, and for the mone that two (2) processors, and for that series, (5) indimined anonymous report worses can be say. (5) fore (1) Timed BI Web Administrator test became and one (1) Planted BI Professional Report Author sent incince. Any additional can be been used report which the processor of Circle ATG Web Commerce BI Administrator test itempts at an additional cost and we not included in any amorphise wide or complete learners. consider labores a

Licenting Rules for DIVA Frograms.

Fallover: Subject to the conditions that follow below. Your beaute for the following Programs: Oracle DIVA Programs: (Oxacle DIVArchive Mininger: Omele DIVArchive Auto Connectivity, Oracle DIVArchive Application Filhering, Oracle DIVArchive Storage Plan Mininger: Omele DIVArchive Export Imput, and Oracle DIVArchive Applications Filhering, oracle DIVArchive in the license Programs): on an uniformal paper removant in a failower any amount in up to a total of an apparate day; in any given calculate year (for example, if a failower node in down for two hours on Tuesday and three hours on Finday, it counts as two days). The above right only applies yours assumed to down for two hours on Tuesday and three hours on Finday, it counts are not in a clustered environment and the machines: share a dark analy or tape library. When the a many node find, the failower node arm as the primary node. Once the primary node are as the primary onde. Once the failower period has exceeded ten days, they belower node must be hereined. Downsine for maintenance purposes counts towards the ten apparate days limitation. Any up beyond the right granted in this vection must be heared apparately.

Licensing Rules for JD Edward: Application:

The Foundation Front in communic the development foundation intercement to the Total minimum and acknowledge that any cofficient private from the functional state of the development foundation convenient to that it into cot to the farmer and conditions of this agreement. You will defend and indiminately Oracle against the channel by their parts for dimagnet functionary, without function, restourable lend free; mixing out of my computer Frograms generated by You onlines the development took included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS. NULUDED BY THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARS TENTSICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER. PROGRAMS WILL BE ERROR FREE

- Liversing Rules for Oracle E. Business Suite Applications

 Reans be advaned that only a subset of the products included on an Applications NLS Supplement Media Fack have been tradulated. For existing supported customers, My Gracie Support has information on which products have been translated for the responded languages (arms) (support expeliencess). For new or mesupported austimeers, pleane contact Your Grante Account Manag for that information.
- Discrete Activity Hob B2B 21 only available with the Siebel Currenter Universal Master component of the Currenter Hob B2B Program
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The Oracle Hospitality Data Foundation for Cruite Program may only be used with Oracle Hospitality Cruite Program. New reports or entering about the unloaded reports are all fixed. Interpreting Jury systems is only allowed via the Oracle Hospitality Interfers Programs, data imagination explicit, and or API. You may not add intemporated application to the southernment or stated with this Program. You are flowed to host data squares originating only from the Oracle Hospitality Programs in the cohemic created with this use of air Program. You may neclect any third pany data allowant.

Licenting Rules for Oracle Hospitality Food and Beverage Application:

The Oracle Hospitality Federal Programs and Programs Programs and Programs New reports of customizations of the medical reports are allowed. Engagement of this programs allowed in the Oracle Hospitality Food unity plants of the medical reports are allowed in the Oracle Hospitality Insuffice Programs, data management are allowed that the APIL. You may not also unapported applications to the customization with from the Oracle Hospitality Programs in the schemate created with the use of this Program. You may not hack any third party data. data elemento.

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 The Oracle Houtelity Jednology Foundation Program may only be used with Ot selle Hoptenity Ford Program. New separa or customatation of the uncluded reports as allowed, integration to find outly system is only allowed via the Oracle Hoptenitisty Insuface Program, data assessment extracts and or API. You may not add unsupported optications to the environment of the Program. You are allowed to back data obsessor originating and bone the Oracle Hoptenity Programs in the obsessive consistency and the time of this Program. You may not host any third party data alessands.

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- The Orace Hospitality OPERA 5 Property Line Program is langual to 30 finerious as defined in the Program Docume
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 The following Programs may only be used with the Oracle Hospitality OPERA Programs. Oracle Hospitality Technology Foundation for Hotel Property Systems OPERA 5 Premium, Gracle Hospitality Technology Foundation for Hotel Property Systems—OPERA 5 Standard, Oracle Hospitality Technology Foundation for Hotel Property Systems—OPERA 5 Lie and Oracle Hospitality Technology Foundation for Hotel Property Systems—OPERA 5 Lie and Oracle Hospitality Technology Foundation for Hotel Property Systems—OPERA 5 Lie and Oracle Hospitality Technology Foundation for Hotel Central Office Systems. New reports or construction of the included reports as a New of Integration to find party systems is allowed via the Oracle Hospitality interface Programs only. You may not add now observes or unsupported applications:
- You are responsible for ensuring compliance with the Hospitality Aspectated Program Matching Table

remains: Rules for People of Application.

Your use of the Comput SACS order and Station Administration components within the Comput Schutom Program is subject to the additional terms and conditions on forth in the INAS Software Supplement located at host conditions.

Licenting Rules for Primovers Applications

- For the purposes of the following Figure 12 Programs: Earned Value Management Evolve, Sme Ivak, Committee and P3 Project Firmer. You admended that You have both read and understand the larged Software Update Lineaux & Support services that are smallable for those Programs, as described in Oracle's Fechasial Support Policies.

 For purposes of the Principles and Software 13 Project Planner Programs, You acknowledge that the agreement dallyward to You with those Programs, and not be and user Receive agreement contained in the product installation, governs the
- delivered to 5 in with these Programs, and active agreement constant in the purpose at the purpose of the following Programs: Premiums P6 Enterprise Project Portfolio Miningament and Primaters P6 Enterprise Project Portfolio Miningament Web Sarvice, developers and or user (i) who are not already becaused for the Primaters P6 Enterprise Project Portfolio Miningament Programs and (ii) who access (including through Ancess Poetrist publications; must be hearted for the Primaters P6 Enterprise Program of (ii) who access (including through Ancess Poetrist publications; must be hearted for the Primaters P6 Enterprise Program of the following instantial Access Poetrist includes, but is not functed to third poetry. Oracle or luxural variance of the following instantials: calcil acceptation been
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Licenting Rules for Oracle Retail Programs

The Gracie Retail Technology Foundation for Storn Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Store Foundation of Service Program and the Oracle Retail UStore Foundation of Service Program and the Oracle Retail Technology Foundation for Service Program and the Oracle Retail Technology Foundation for Service Applications Programs by other Oracle Programs or third party programs to not parameted.

- Identities Rules for Siebel Amplication.

 For the Siebel Stands Teller Severe Program, Siebel Internet Banking Services Program, Seefal Recal Finance Foundation Section, Program and the Siebel Financial Transactions Worldworth Program, You may use that justy wolls to (a) medity the manufall of Simple Service Code and Process Templates in the Program Documentation all in accordance with the Program Documentation, and provided that such manufals or modified material; that he used safely with Your linearised use of such Programs You shall not limit in many way Oracle tright in develop use, license create destruction works of an observation feely explicit the Programs, incelled Program Program Documentation, or may other account provided by Oracle or to positive third parises to do so.

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- The Sacred Determination of 20 Concurrent Users at any grounding Art Concurrent Users that outherines You to use the Program on only one Computer for a mannium of 20 Concurrent Users at any grounding. A "Concurrent Users in defined to each introduct that may renormally use or were the Programs. Concurrent Users may only be Your exchange customers of Your properties."
- may moreoversty use or worest the distriction. Concurrent there may only see four exchang distingers of four problems of concurrent the continuous of an imported to low incurrent specific respectively. The Stockel Maylenney Server Propries is licensed on a Computer basic together at the number of magnes Canonius Recording to may account using the Program. A "Customer Record" is defined at such may account using the Program of the Customer Record" is defined at such may be Record (including counter specific projects) the Customer Record of the Program.

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- The meet of professors of the Siebel Web Channel Program may access a management of 35 Objects. An "Object is de-each dam entity within the Business Object Layer of the Programs that is defined in the Siebel Tools From the The Siebel Data Quarty License may only be used with Oracle Medica Data Menagement or Oracle CSM deployments. rect is defined as

Licenting Rules for System. Software Programs

Fallower: Subject to the conduction that follow below. Four fiesaute ice due following Programs. Stoppe-Tel QFS, Storage-Tel QFS

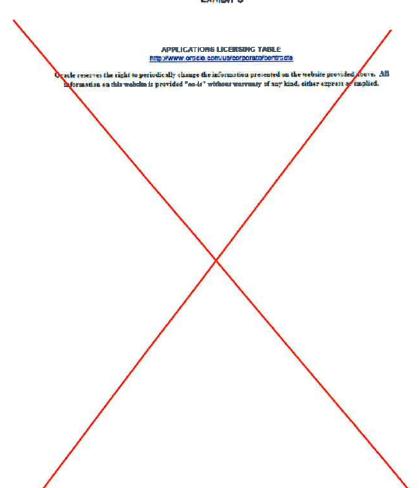
Client, Oracle Herarchical Storage Manages, Storage-Tel Automated Cattridge System Library Software (ACSLS), includes the right on the licensed Programs) on an unknowned gare congrues in a failower servicement for up to a forth oracle organized days and gare congrues in a failower servicement for up to a forth organized days any given calculate year (for example, if a failower node in down for two hours or Tuesday and three boarts or Friday, it counts at two days). The above right only applies when a number of machines are connected to the drift eache or true library, i.e., the machines are not un a clustered convenient and the number of machines are connected to the drift eache or true library, i.e., the machines are not un a clustered convenient to the drift of the drift eache of programs under Consecution of the failower period has enceeded ten days, the failower node must be licensed. Downtone for plannessome purposes causalt towards the ten personate days humanion. Any one beyond the rating numbed in this section must be before departedly.

Licentine Rules for Programs Licensed per UPK Module

Casels grant to You a non-acclusive neutraniferable because for Your FFX Developes(t) to (i) use those User Productivity, Kit (UFK) Programs hearted to UFK mindfuls (solbertrally refund in x UFX centrally) only at necessary in create and provide stating solely for Employees and/or Applicational Cost to the underlying Programs for Your benefit; (ii) make an unhanded nameber of copies of the UFX consent only x treatment for the underlying program for the underlying programs and content application. User, to use the underlying Programs for Your benefit; (iii) develop modifications and contentiations to the UFX content, if applicable, all swipper to the terms and cockpile; (iii) develop modifications are contentiations to the UFX content, if applicable, all swipper to the terms and cockpile; (iii) for forth in this agreement, provided all copyingly modest are reproduced at provided on the crimini. You represent and carried for You have a valid homeon for the underlying Program(i). You may provide content production to the UFX content and may content created by You count the UFX content contains valuable proprietary information. Grade return rule to II promotes of the UFX content and any count after the rest of the agreement. You may provide access to and unsoft the UFX content only to loose third pointers that are hierarch at Application. Users and the tall provide access to and unsoft the UFX content only to loose third pointers that are hierarch and Application. Users and the tall provide access to and unsoft the UFX content only to loose third pointers that are hierarch and access the UFX content and access the uFX

Licenting Rule: for MySQL Program

The MySQL Programs may contain third party sechnology. Oracle may provide certain money to You in Program Documentation, readings file or the intrallation details in connection with such that party technology, will be literated to You either tasks the array of the agreement, or if specified in the Program Documentation. Transfer the array of the agreement, or if specified in the Program Documentation. Transfer the series of the intrallation details, ender the array of the introduction of the intrallation details, and it is a series of the program of the intrallation of the introduction of the introduction of the intrallation of the introduction of the introduction of the intrallation of the introduction of the introd



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EXHIBIT C



ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819

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

A. Definitions

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

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

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

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

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

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

B. Rights Granted

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

C. Ownership and Restrictions

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

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

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights:
- make the programs or materials resulting from the services available in any manner to any third
 party for use in the third party's business operations (unless such access is expressly permitted
 for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly
 or decompilation of the programs (the foregoing prohibition includes but is not limited to review
 of data structures or similar materials produced by programs), operating system or integrated
 software; or
- · disclose results of any program benchmark tests.

D. Warranties, Disclaimers and Exclusive Remedies

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

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

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.

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

E. Technical Support

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

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

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

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

F. Intellectual Property Indemnification

if someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

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

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

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

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

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

H. Other

- 1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.
- 2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Software STCs.

0. Accessibility

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

1. Internet Protocol version 6 (IPv6).

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

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

- 5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
- 6. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.
- The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.
- 8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
- 9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs, if you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.
- 10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit, you make such security rules available to Contractor prior to the commencement of the audit, you make such security rules available to Contractor prior to the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

- 11. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.
- 12. Source code maybe delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.
- 13. Programs and service deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.
- 14. For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.
- 15. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit A. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.
- 16. Oracle's License Definitions and Rules are incorporated herein. You may access the current version of the License Definitions and Rules at http://oracle.com/contracts.
- 17. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

EXHIBIT A

APPLICATIONS LICENSING TABLE http://www.oracle.com/us/corporate/contracts

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

EXHIBIT D ORACLE CLOUD SERVICES TERMS AND CONDITIONS



ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS

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

A. Definitions

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

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

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

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

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

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

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

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

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

B. Use of Services

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

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

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

C. Ownership Rights and Restrictions

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

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

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

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

D. Term and Termination

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

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

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

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

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

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

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

E. Fees and Taxes

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

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

F. Nondisclosure

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

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

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

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

G. Protection of Your Content

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

- a. the relevant Oracle privacy policies applicable to the Services ordered, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at http://www.oracle.com/us/corporate/contracts/cloud-services/index.html.

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

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

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

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

H. Warranties, Disclaimers and Exclusive Remedies

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

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

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

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

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

I. Limitation of Liability

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

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

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

J. Intellectual Property Indemnification

If a third party makes a claim against You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if Recipient does the following:

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

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

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

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

K. Third Party Content, Services and Websites

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

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

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

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

L. Service Monitoring, Analyses and Oracle Software

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

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

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

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

M. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern Your use of the Services (including technical data) and any services deliverables provided under Your order, and You and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

N. Force Majeure

Neither You, Contractor, nor Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either You, Contractor, or Oracle may cancel unperformed Services and affected orders upon written notice. This Section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

O. Assignment

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

P. Other

- Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle.
- 2. Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under these Cloud STCs and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under these Cloud STCs. The Contract (including these Cloud STCs) and Your order is entered exclusively between You and the Contractor. While Oracle has no contractual relationship with You, Oracle is a third-party beneficiary of the Contract (including these Cloud STCs) and Your order.
- 3. Any notice required under your order shall be provided to the other party, and Oracle, in writing. Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

- If any term of these Cloud STCs is found to be invalid or unenforceable, the remaining provisions will
 remain effective and such term shall be replaced with another term consistent with the purpose and
 intent of these Cloud STCs.
- Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to these Cloud STCs may be brought by any party more than two years after the cause of action has accrued.
- 6. Prior to entering into an order governed by these Cloud STCs, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.
- 7. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of these Cloud STCs and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of these Cloud STCs or the applicable order(s). You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights.
- The Uniform Computer Transactions Act does not apply to these Cloud STCs nor any order placed pursuant to them.
- 9. The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearingimpaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Services provided under these Cloud STCs.

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

ORACLE HARDWARE TERMS AND CONDITIONS

ORACLE

RACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS VO41818

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

A. Definitions

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

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

The term "contract" refers to the Contractors US Communities contract.

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

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

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

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

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

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

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

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

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

Hardware Composition

cur hardware order consists of the following items: operating system (as defined in yo coefiguration), integrated software and all hardware equipment (including components, options and parts) specified on the applicable order. The hardware equipment or parts of it may be no

C. Rights 6 anted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-sesignable loyalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your Internal ordering activity operations and subject to the terms of bear Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, with a familiation of the program of the contract of this purpose and you are responsible for their we consider and the program documentation. You may allow your agents and contractors (including, without limitation, obscurrers) to use the programs for this purpose and you are responsible for their compliance with these Hardware STCs, including the Oracle License Definition, and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the cheroting system delivered with the hardware subject to the terms of the ficense agreement(s) delivered with the hardware. Current versions of the ficense agreement(s) are located at http://oracle.com/contralss. 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.

cyalty free, non-transferable, non-assignable right to use You have the limited, non-exclusive. You have the limited, non-exclusive, coulty free, non-tonaferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the integrated Software Options License Rules, the Integrated Software Options License Rules, the Integrated Software Options License Rules, the Integrated Software options and any integrated software options acquired through technical support only as inconvaried in, and as part of, the hardware TO fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence

You have the limited, non-exclusive, mystry free, non-adignable right to use integrated software delivered with the hardware subject to the terms of frese Hardware STCs, including the Oracle License Definitions and Rules, the order me surfract and the program documentation. You are licensed to use such integrated software and any integrated software updates accurred through technical support only as incorporated in, and se part of the hardware.

The operating system and countegrated software may include separate works, identified in a readmente, notice tile, or the applicable documentation, which are licensed under open source or similar license terms; your rights to upon the operating system and integrated contwordunder such torms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readmenters, notice fies or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as thraries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, summit your written request at http://css.oracle.com/systems-openquirecode Atternatives, you can mail your written request to Oracle Corporation, Atta: VP of Legal, Development and Engrecing 500 Oracle Parkway, MS-50P10, Redwood Shores, CA 94-955. Your request should include the name and version number of the product, your name, your company rame if applicable, your seturn making socrees, and your email address. Certain cource distributions require Set of the case, you wall be set details on the cost and payment procedure. physical media. Should this be the case, you will be sent details on the cost and payment provide email. Your request must be sent aithin three (3) years of the date of Oracle's last delivery of

applicable product. This offer only applies if you received your operating system ancilor integrated flware on physical media.

Transplantwere shall be installed in the country that you epecify as the delivery location on your purchang document or when your purchasing document does not indicate a ship to address location operated in the order.

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

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

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

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

You may not.

- use the programs in a rental, times faring, subscription service, heating or outsourcing capacity;
- remove or modify any program of hardware markings of any notice of Oracle's or its licensors. proprietory sights:
- remove any copyright notices or labels on the operating system or integrated software;
- remove any copyright nodes of tables on the operating system of magnitude activities in materials resulting from the services available in any marrier to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, regreted softwere or materials from the services (or traveled); cause or permit inverse engineering (unless required by law for interoperatify), disassembly or decompilation of the operating system, integrated softwere, or programs (the knegoing prohibition includes but a not limited to review of dots shurtures of similar paterials produced
- by programs, operating system or integrated software.
- make copies of the operating system or integrated software except for archive purposes, to defective copy, or for program verification, or replace i
- disclose results of any program and/or hardware benchmark tests.

E. Warranties, Disclaimers and Exclusive Remedies For the school durity, the is the Cracle manufacturer's warranty, nevertheless, it shall be access you though the Contractor.

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

devided). You must notify Cracle of any program warranty deficiency within one year from deriving onacle does not guarantee that (i) the hardware products, iii) operating system and integrated software, and (iii) the programs will perform excorpted to numities with the products, operating system and integrated software, and program errors, operating system and integrated software, and program errors.

Cracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, its the operating eystem and the integrated activers options, and the integrated software options and the integrated software options media. (I edit and it), (ii) and (iii) collectively. Hardware items?) Oracle warrants that the hardware will be the from, and using the operating system and integrated software and integrated software options will not sause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oncle warrants that the media will be free from material defects in materials and workmanship for a pency of 90 days from the date the media is delivered of You. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/usesepoortpolicies/index.html ("Warranty Web Page Ni) not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty web Page will not apply to hardware or media undered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) menufactured by the Oracle, and (2) add by Oracle (either airsoty or by an Oracle-authorized distributor). The northware may be new or like new. The Oracle Hardware Warranty applies only to hardware w ges a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (i) warranty by Oracle

Cracle hardware products may be new or the new. The stack Hardware Warranty applies to hardware products that are new and hardware products that are new and hardware products that are new which have been remanufactured and certified for warranty by Cracie.

You may access a more detailed cest aton of the limited hardware warranty at hith thanks practice combinates proportional and the warranty web page.) Any changes to the hardware warranty details specified on the warranty yeb page will not apply to hardware ordered prior. to such change

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

No warranty will apply to the hundware products, operating system, integrated software or media which

- modified, attend or adapted without Oracle's written concent (including modification or removal of the Oracle-Sun serial number lag on the hardware)
 matricidad or sed in a manner offer than in accordance with the relevant documentation;
 tepared by shy third party in a manner which fails to meet Oracle a quality standards;
 moraperty installed by any party other than Oracle or an authorized acade certified installation

- partner used you equipment or software not covered by the warranty, to the e attributable to auch see
- relacated to the extent that problems are attributable to such relocation,
- ed directly or indirectly in supporting activities prohibited by U.S. or other eli. regulations
- used by parties appearing on the most current U.S. export exclusion list.
- relocated to countries subject to U.S. trade embargo or restrictions;
- used remotely to fact trate any activities in the countries referenced in (viii) and (ix)
- purchased from any entity other than Oracle or an Oracle authorized reseller

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

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

To the extended addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

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

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

F. Technical Support

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

f ordered, annual technical support [including first year and all subsequent years] for programs is provided ander Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion, however, Cracle policy changes will on result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable contract. Our may access the current version of the technical support policies at http://www.bracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate grecial security controls that may be required to store o process certain types of sensitive data." A coordingly, as absted in the technical aupport policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Dracle Global Customer Support Security Practices to Oracle an part of any service request. Software Update Eurense & Support for any successor fechnical support are may be renamed annually through a resider may is expressly authorized to distribute support remanals. The order with contractor will specify our SULS fee for the first renewal year should you renew SULS for the serie number of itemse for the same programs as contained in the original order, the fee for SULS for the second reprival year whinot increase by more than 4% over the prior years feet. If you slect not to purchase thinks apport programs as contained in the original order, the feet of the time that the program is ordered, then you may be required to payreins terminal exportance with Oracle's technical support policies in effect at the time of reinstatement.

tecide to purchase technical support of a later date. Technical support for programs is effective upon shoment of tangible media or upon the effective date of the order if shipment of langible media is reregarded.

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 centree provided. You agree to ecoperate with Oracle and provide the access, resources, materials personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Northware and Systems Support has been ordered. You should eview the policies pror to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls full may be required to store or process certain types of sensitive data." Accordingly as stated in the technical support policies. You agree not to jubmit any health, payment card, or other controlled or anative data that require protectons greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

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

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

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you pray discontinue support at the end of any current support term and at any time thereafter, reinstate support by executing an order for such services with Contractor, from the production of the reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not tapsed. In addition at the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quartorly in americ in a condition on the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period is computed as follows, by if support lapsed, then the support fee for the new support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the tech that would have been charged if support ad been ordered originally for the relevant program and/or hardware system per Oracle's Support or cling policies in effect at the time of reinstatement. Renewal a justments may be applied to the annual support fee described in (ii) and (iii) above

G. Intellectual reporty Indomnification

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, spherification, instruction, software, data, hardware or material ("Material") furnished by either you or Oracle (Provided" which may refer to you or Oracle depending on which party provided the Material) are used by the Recipient infringes its intellectual property rights (including U.S. or foreign palent, trademark and opyright), the Provider will indemnify the Recipient against the claim to the extent permitted by lan 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;
- Given the Providercontrol of the defense, with input from Recipient, and any settlement regotations, and
- Gives the Provider the information, authority, and assistance the Provider needs to defend opainst or sottle the claim.

If the Provider betteves or it is determined that any of the Material may have violated sogreone else's intellectual phonenty 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 allemitives are not commercially reasonable. The Provider may end the license for, and require return of, be applicable Material. If you are the Provider may end the license for, and require return of, be applicable Material. If you are the Provider may end the license for, and require return of the applicable Material is good to a work estemant, achedule or cott impact), then Contractor may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scale of use identified in the Providers user documentation or if the Recipient uses a version of the Materials which has been superseded, if the intringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an intringement claim is based upon any information design, specification, instruction, software, data, or material not turnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon any information of any Material with any products or services not provided by Crade. Oracle will not bedentify you for in ingement caused by your actions against any third party if the Oracle program(s) as detwiend to the returned in accordance with the terms of the order and these Hardware STCs wouldnot otherwise infininge any third party intellectual property rights. Oracle will not indemnify you for any infiningement claim that is

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or pomon thereof) to be non-intringing (white substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not come entailly reasonable. Oracle may remove the applicable hardware (or portion intend) and refund the net book value.

In the event that the Material of Separately Licensed Third Party Technology and the associated Separate Terms do not allow remination of the license, in lice of anding the license for the Material, Oracle may end the license for, and require return of, the program associated with that Separately Licensed Third Party Technology and shall refund any program license fees You may have paid to Cracle for the program.

For claims related to forthwise, if you are a current subscriber to Oracle technical support services for the operating systems (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support, their for the period of time for funch you are were a subscriber to this applicable Oracle technical support services (i) the phrase "Material" under this section is a solution to operating system and (ii) the phrase program(s) in this section is a solution to premier program(s) or the operating system or integrated software (as applicable) (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are were not a subscriber to the applicable Oracle technical support services). Notwith standing the foregoing, with respect solicly to the Oracle Linux operating system. Oracle will not indemnify you for Materials that are not part of the Oracle Linux overed files as defined at no Always oracle com/us/support/library/enterprise-linux-Indemnification-099347 pdf.

Nis section provides your and Oracle's exclusive remedy for any infringement claims or

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

- 1. You may not assign orders or give or transfer the programe, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/com/racle. The pregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works frequed under open course or sin far ficense terms. or separate works I cansed under open source or signar license terms.
- 2 In entering into an order under the contract, you agree and acknowledge that you have not refed on the future availability of any hardware, program or updates. However, (a) if you order technical aupport, the preceding sentence does not rejote Oracle of its obligation to provide such technical support under the selevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the proceeding sentence does not change the rights granted to you for any program ticensed under the order, per the terms of these Hardware STCs.

Accessibility

Accessibility
The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individual, with disabilities consisted with the applicable provisions of the Architectural and Transportation Barners Compliance Board standards set out in 36 CFR Part 1194 (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated with dependencies comments and exceptions (some of which may be eignificant, if any) noted on the applicable Woluntary Product Accessibility Tamploto WPAT) available at www.oracle.com/unicon_crate/accessibility for each product, when they are used in accordance with Oracle's associated do unrents and other written information, and provided that any assistive technologies and any other information than them. In the event that no VPAT is available or a particular Oracle product, bleasy contact the Oracle Accessibility Program Office at accessible ww@crade.com. In some cases the outcome may be that a product is still being evaluated for accessibility, may be scheduled in meet accessibility standards in a future release or may not be a freduced on meet accessibility standards in a future release or may not be acheduled on meet accessibility standards in a future release or may not be scheduled on meet accessibility standards in a future release or may not be subsequed to meet accessibility standards in a future release or may not be subsequed to meet accessibility standards in a future release or may not be subsequed on meet accessibility at a future release or may not be subsequed to meet accessibility at a future release or may not be subsequed on meet accessibility at a future release or may not be subsequed to meet accessibility at a future release or may not be subsequed to meet accessibility at a future release or may not be subsequed to meet accessibility at a future release or may not be subsequed to meet accessibility at a future release or may not b Hearing impaired customers in the U.S. who wish to speak to an Oracle Support apresentative may se a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/firs.html, and a list of telephone numbers is available at https://www.tc.gov/genera/velecommunications-relay-services-directory. International bearing-inpaired customers should use the TRS at +1.605.224.1837, An Oracla Support engineer will respond to technical issues according to the standard service request process. Oracle cannot hake any commitments about future product directions, including plans to address accessibility of

callability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms conditions statements or any other such representations regarding or related to accessibility studies by the Oracle products provided under these Haroware STCs.

- 4 Interne Protocol version 6 (IPv6)
 - Prior to any customizations, the Cracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at cracle form. Rease note that such copabilities are subject to the dependencies, comments and exceptions (some of which may be synificant, if any) noted in such documentation, and require that thracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product director remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services/object-of-products in these Hydware STCs.
- 5. Export laws and regulations of the United States and any over nelevant local export laws and regulations apply to the programs and hardware (including any integrated acrowns and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order and you agree to comply with all such export laws and regulations (including feemed export find indepense re-export regulations). You agree that no data, information, program, hardware (including on 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 initiation, nuclear, chamical is biological weapons proliferation, or development of missile technology. You shall include the allowing notice on packing lasts, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated or there and operating system(s)). These commodities, technology, poftware, or hardware including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to explicable evolutions so prohibited.
- 6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party periodiciary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.
- The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them
- You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement properly with Grade.
- 9. You play order trial programs, or Oracle may include additional programs with Your order with Contractor which you may use for first, non-production purposes only. You may no use the first programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery days to evaluate these programs, if you decide to use any of these programs after the 30-day trial paried, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30-day trial period, you will cease using and delete any such programs from your combuter.

- vistems. Programs licensed for trial purposes are provided 'as is' and Oracle does not provide technical support or offer any warranties for these programs.
- 10. Oracle may include additional programs on the hardware (e.g., Exadeta Storage Server octware). You are not authorized to use those programs unless you have a license specifically greating you the right or do so, however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for may programs in the contract, including these Hardware STCs.
- 11 Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not precausely 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 order in the commencement of the audit, and such security rules do not modify or amend the terms and contribions of the contract or the applicable order. You shall be responsible for paying any underpaid test related to use of the programs, contractor may assign its right to sudit your use of the programs to Oracle, then Oracle, shall not be responsible for any costs incurred by either you or Contractor in cooperating with the existing.
- 12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.
- 13. Source code may be delivered as part of the orandard delivery for particular programs, operating system or integrated software, all such source code is subject to the terms of these Hardware STEs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.
- 14. Oracle's Applications Licensing Tablevin effect as of the effective date of your order and is incorporated licensing Schilbit 8. Your may access the current version of the Applications Licensing Table at http://oracle.com/contracts/
- 15. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A. Oracle's Integrated Software options License Definitions, Rules and Metrics are incorporated herein as Exhibit C. Terms of Oracle Solans are incorporated herein as Exhibit C.
- 16 If any provision herein or occument incorporated by reference into peec Hardware STCs, including the License Definition and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such turns shall not apply.
- 17 Products and Syrvice Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure eafe use of Products and Service Offerings deliverables in such applications.
- 18 For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Crable in binary form and (ii) that is licensed under an open source isomes that gives You the right to receive that source code for the binary. You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/com/tout/www.oracle.com/gotolopensourcecode. If the source code for such software was not provided to You with the binary. You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offier for Source Code" section of the latter website.

ORACLE LICENSE DEFINITIONS AND RULES V120117

The following are Oracle's standard License Definitions and Rules, some of which by their very nature may not apply to the Oracle products and services in your order. Nevertheless, the definitions for the permanent may be a supply to the permanent of the perman



Licens Definitions and Rule:

Definition and Licente Merriet

SM Annual Ten saction Volumes is defined as one million U.S. Dollers in all purchase orders samuated and all sections considered through the Oracle Exchange Marketplace by You and others during the applicable year of the Oracle Exchange Marketplace because regardless of whether my such action results in a purchase order, provided that an auction resulting in a purchase rester shall only be counted against the Annual Transaction Volume once

Application Module: in defined as a Program used by You on a sangle or makingle computers.

SM in Application Annual Personner is defined as one uniform U.S. Bollar excluding taxes presented through the basered Program. For Oracle Self-Service Billing products, the Annual Revenue is equivalent to the total excited amount for all company accounts that have at least one emobiled user per billing period.

Application Developed: at defined at a software Program developed by You that operates in amart-phones and or other end uner devices and that (i) provides end user with access to centent or (ii) provides end user when access to centent or (iii) provides end user when an able mean or (iii) otherwise enables use by end users of function available through the Ocacle nun-time Program

Application User: it defined at an individual actionized by You to true the applicable biostical application Programs which are similar of a similar server or our multiple servers is critically of whether the missibility and the Programs is any given fine. If You herein the Oracle Self Service Work Rit uses option an conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Joseph International Management, To an international oracle in the program of the program of the program of the program of the Management of Application dates for You settle simply application. Application of their lives of a management and allowed to assembly enter orders carectly into the Programs but may orders emissed electromically from other sources must be beauted to reach. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle Sou

Application Read-Only Uters is defined at an included sutherneed by You to run only queries or reports against the application. Programs for which You have also acquired nonrest only becomes, regardless of whether the individual is actively using the Programs at any given time.

Care Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the cotal number of physical paper pages initiated remotely by the Program measured explicitly in the Program as Received Rain Collection Instruments) during a 12 month period. You may not exceed the Lectured number of CRF Pages during any 12 month period unless You acquire additional CRF Page because floor Oracle.

Charoic: is defined at a physical enclosure comming hardware. For the purposet of the following regions: Oracle Fabric
Manager and Oracle Fabric Popular only the charact (a) that commin petwocking hardware and (b) this are managed by the
Program managed on the purpose of determining the munior of licenses required.

Client Application Loader Clients 22 defined as a desire that receives at configuration from a client application per certain

Collaboration Program User: is defined as an individual authorized by You to use the Programs which are in called on a single server of on individual to actively using the Programs at any grown time. But the purposes of counting and incenting the number of Becure Synchronous Collaboration users, a Collaboration Program User author Your company defined as a user able to sittate or both, a web conference and also participate in a web conference. All participates in the web conference are not required to be livered.

Compensated Individuals is defined as an individual whose compensation or compensation calculations are generated by the Phenaum. The term Compensated Individual includes, but is not limited to. Your employees, contractors, retirees, and any other persons.

Computers in defined as the computer on which the Programs are unstalled. A Computer because allows You to use the formsed Program on a single operation computer. For the purposes of Computer breases for the Oracle Health Science Interest on Engine Program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a bospital or bealthcare description or or incomput system (e.g., a healthcare description).

5 Concurrent Used to is defined as five continuent users where each Concurrent User as an individual who is probatized by You to access the Program continuently with other individuals at any given time.

Concurrent Connection as defined as each component to a Serduct Databack. A Serduct Databack as defined as an interface that renders the Infoc software operable for use with Micros Applications.

Concurrent User: is defined a each individual that may concurrently use or access the Program. Concurrent Users shall be only customers or prospective customers of Yours, and shall not be business partners, or employees of Yours.

Connected Devices in defined as each origins device (a) that manimits data to or receiver state from Oracle application Programs or Oracle cloud services and (b) that does not require any firm in interaction or human input to execute Oracle application buttiness lagse or to update Oracle application these. Devices include, but are not limited to terriors, meters, RFID readers, and harvods seminars. Devices may be connected directly to Oracle application Programs of Oracle cloud services, or may be connected indirectly to Oracle application Programs or through a feature was device or a third-party communication service. A device may be uniquely identified at terms the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by its explicit application Program or in Oracle cloud service.

Connected Instance: 15 defined at the configuration between Ottob Folicy Automation Connector for Ottobe CRM On Demand and the Ottobe CRM On Demand metance is web service and out of the Ottobe CRM On Demand metance is configured, in additional Connected Instance is required.

Connector: 1: defined 2: each connector connector paneeting the 101 wate product with a third party product. A unique connector is required for each distinct third party product that the 100 man product is required to intended.

Connector Pack: is defined at a collection of connector at specified in the Program Documentation for the applicable Connector Pack. There is no lamitation on the number of physical servers on which any of the connectors in the pack may be copied, usualled and rate.

SM Cost of Goods Solds in defined as one milion U.S. Dollars in the total cost of mountainty that a company has sold during their fixed year. If Cost of Goods Sold is unblown to You then Cost of Goods Sold thall be equal to 75% of total company revenue.

CPU: 22 defined 22 a chap that contribut a collection of one or more cores on which the Program 25 running. Regardless of the number of cores, each chap counts as I CPU.

Custom Suite User: is defined as an individual authorized by You to use the application Programs included in the applicable Custom Application: Suita which are mutalled on a tingle nerves or on multiple certest regardless of whether the individual is actively using the Programs at any given case.

Customer: it defined is the customer entity specified on Your order. The Programs may not be used a accessed for the business operations of any unit party, including our not limited to Your customers, partners, or Your affiliance. There is no limitation on the number of computers on which such Programs may be copied, installed and used.

Customer Account: it defined at each unique Customer Account, designated by a unique account number, follwhich 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 <u>wave cracle com contracts</u> and which is incorporated by reference.

Customer Record: as defined as each unique Customer Record (including contact records, prospect records and records in external data sources that You may access using the Program.

10,000 Daily Average Transactions: is defined at ten thousand unique transactions (including but not limited to sales transactions, return humanotions, exchange transactions, loyalty transactions, deal transactions, get eard transactions, in ventury transactions, petty caracteristics, and administrative transactions) that are processed by the Program in a single 24 hour period. The daily transaction volume is calculated as the daily average over the prior 12 month period.

Developer User: Developer Reveloper Seat: is defined as an including 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 Davaloper Users only, such users may greate, mockfy, view and interact with the Programs and documentation.

Dish Driver is defined as a spirging media device that stores data accessed by the Program.

Electronic Order Line: 12 defined as the first number of distinct order lines entered electronically into the Oracle Program from any source (not menually entered by licemed pers) during a 12 month period. This includes order lines originating as external EDLYML 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.

Employees it defined as (i) all of Your full-time, partitime, 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. The defined if You elect to oursource any business function(s) to another company, the following must be counted for purposes of designinging the number of Employees: all of the company's full-time employees, partitime employees, temporary employees, agents, temporary employees, agen

Employee for HCM: 12 defined as (i) all of Your fall time, part time, temporary employees, and (a) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licences required is determined by the number of Employees for HCM and not the actual number of times. In addition, if You elect to outsource any business function(5) 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, agent a connector and consultants that (i) are providing the outsourcing services and (ii) have access to the, or are tracked by the Programs. Employees for HCM may only use the locented Programs with Oracle application Programs are contain. Oracle Finion Human Capa al Management as a prefix in the Programs.

Employee Users is defined as an individual authorized by You to use the Programs which are entalled on a single server or multiple servers, regardlets of whether or not the individual is actively using the Programs at any given time.

Enterprise Employee: is defined at (i) all of Your full-time, part-time, temporary employees, and (i) all of Your agents contracture and consultants who have expects to use, or are tracked by the Program. 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 outcome any business function(s) to inotifier company's full-time employees, part-time employees, temporary employees, agents, contractors and consultant that (i) are providing the outcome reprises and (ii) have access to, use, or are tracked by the Frogram. The value of these Program Incenses is determined by the number of Enterprise Employees. For these Program Incenses, the Econsed quantity purchased used, at a minimum be aqual to the number of Enterprise Employees as of the effective date of Your order. If it any time the number of Enterprise Employees are qual to order additional licenses (and technical support for use additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are required to order additional household quantity. You are also entitled to any remainder of the anniher of Enterprise Employees. In addition, each your 90 days before the anniversary date of Your codar. You are required to report to Oracles the number of Enterprise Employees. In addition, and you have the first than the number of Enterprise Employees. In addition, and you have before the anniversary date of Your codar. You are required to report to Oracles the number of Enterprise Employees as of your codar.

Interprise Full Time Equivalent (FTE) Student: in defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution count; as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies; for student classification. If the mamber of FTE Student is a faction, that number will be remained to the name of whole humber 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 Student exceeds the homesed quartity. You are required to order additional licenses (and technical support for ruch additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not exhibited to any grand, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Student. In addition, each sea 90 days before the anxieties of any order. You are nother, You are nother.

Enterprits Irainse: it defined is an employee, contractor, student or other person who is being resorded by the Program. The value of these Program laceness is determined by the number of Enterprite Trainsees. For these ground liceness, the lucined quantity purchased must, at a minimum, be equal to the number of Enterprite Trainsees of the effective date of Your order. If any time the number of Enterprite Trainsees are of the effective date of Your order. If any time the number of Enterprite Trainsees is again to go less than the localized quantity. You are not entitled to any refund circletty other connectation of any kind of there is a reduction in the number of Enterprite Trainsees as of each year 90 days before the number after Your order. You are required to report to Oracle the number of Enterprite Trainsees as of each date

Enterprite SM in Cost of Coods Sold: Emprise SM Cost of Goods Sold is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during that fixed year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue. He value of these Program is ensested determined by the amount of Enterprise SM Cost of Goods Sold as of the effective of the of Your soier. If at any time the amount of Enterprise SM Cost of Goods Sold as of the effective of the of Your soier. If at any time the amount of Enterprise SM Cost of Goods Sold as of the effective of the of Your soier. If at any time the amount of Enterprise SM Cost of Goods Sold exceeds the licensed quantity. You are required to also and definional hearnest (and technical support for such additional licenses) such that the amount of Enterprise SM Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not sufficient to any reduct of cost of Goods Sold is equal to the success of licensed quantity. You are not sufficient on the success of the sold in the success of the sold in the success of the sufficient of the sold in the success of the s

Enterprite SM in Freight Under Management: SM Freight Under Management it defined at one mallon U.S. Dollars of the total transportation value of tendered orders for all disponents for a given establish year during the term of the lessance. FUM shall include the combined total of actual freight purchased by You give the cost of despite for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your disease but are providing transportation measurement services for Your clients). Freight that is paid by a final party shall also be actualed in the FUM total to g. inbound chapman, from suppliers to You with freight terms of preparals. The value of these freight because a determined by the amount of Enterprise SM Freight Under Management. For these Program increase, the transported quantity purchased must at minimum be equal to the amount of Enterprise SM Freight Under Management exceed the increased quantity, You are required to order additional licentes, transported trappent for such additional licentes, transported the face that defined a temperate or management and the amount of Enterprise SM Freight Under Management in equal to the amount of Enterprise SM Freight Under Management in equal to the amount of Enterprise SM Freight Under Management. In addition, each year 90 days before the anniversary date of Your order. You are required to report to Oracle the transport of Enterprise of Freight Under Management at of such date.

Enterprise SM in Operating Budgets to defined as one million U.S. Dollars of Your gross budget released in an audited statement from Your external accounting from. The value of these Program licenses is determined by the amount of Interprise SM in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the uniform of Enterprise SM in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise SM in Operating Budget extracted the Eccensed quantity. You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise SM in Operating Budget is equal to ut but than the number of licensed quantity. You are not emitted to any refund, credit of other consideration of any kind of there is a reduction in the amount of Enterprise SM in Operating Budget. In addition, such your 90 days before the immersion date of Your order. You are required to report to Oracle the number of Enterprise SM in Operating Budget as of such date.

Enterprise SM in Revenue: Enterprise SM in Revenue is defined as one million U.S. Dollars in all income (interest income an non-phasest income) before adjustments for exportes; and taxes generated by You during a fixed year. The value of these Program

houses in determined by the amount of Enterprise SM in Revenue. For these Program licenses, the fixensed quantity purchased must, or a minimum be equal to the amount of Enterprise SM in Revenue as of the effective date of Your order. If at any time incoming of Enterprise SM in Revenue as considered quantity. You are required to either additional housest and technical emport in such additional housest are that the number of Enterprise SM in Revenue as equal to or less than the number of consideration. You are not entitled to any refund, medit or other consideration of any kind of there is a reduction in the amount of Enterprise SM in Revenue, in addition, each year 90 days before the armiversary date of Your order. You are required to report to Oracle the number of Enterprise SM in Revenue as of mich days.

Expense Reports: Adefined as the total number of expense reports processed by Internet Expense: during a 12 month period. You may not exceed the latenated number of expense seports during any 12 month period.

Faculty User: 12 defined an active teaching member of the faculty for an accredited academic minimizer; such user may only use the Programs for academic and non-commercial use.

Field Technicism: is defined at an engineer, technicism, representative, or other person who is disputched by You, including the disputches, to the field using the Francism.

Flash Drive: is defined as a solid state wedia device that stores data accessed by the Program

SM Freight Under Management: it defined at one million U.S. Dollier of the total indeportation value of tendered orders for all chipments for a given calendar year during the term of the licence. FUM thall include the combined total of actual freight purchased by You plus the cost of fleight for thipments managed by You (e.g., You are not surchasing namportation services on behalf of Your cleans but are providing managentines manageness reviews for Your cleans.) Freight that it paid by a third party shall also be included in the FUM total (e.g., inbound thipment from suppliers to You with fleight terms of prepaid).

Full Time Equivalent (FTE) Student: i. defined as an full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts at 5% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for the definition of fifth number of FTE Students is a based on Fire number will be rounded to the nearest whole number for turposes of linears extrainty recurrences.

25,000 GHt Cards: is defined as reveny-five thousand value seeks wift or stored) that are generated by the Program during a 12 month period.

Chert Cabins at defined at a great cabin emboard a cruste ship managed by the Program. You must become the total number of Guart Cabins emboard each cruste ship managed by the Program and the becomes quantity of Guart Cabin because may not be shared sorges multiple cruste ships.

For the purposes of the Cruse Flort Management, Cruse Crott Management, Cruse Management Management HQ and Sub-HQ Programs, You must be see that are managed by the Programs.

Chert Room: it defined at the number of guest rooms managed by the Program

For the purposes of the Oracle Hapottality StateS Interface Programs, a unique Guest Room because is required for each distinct product with which on Oracle Hapottality StateS Program is required to interface. For example, a choicines requiring moterfaces of an Oracle Hospitality StateS Program with three distinct products must have three reputate Guest Room because.

Hosted Named Uters is defined as an individual authorized by You to accept the hosted service, regardless of whether the individual in actively accepting the posted service at any given time.

Oracle Hospitality Containing Services: we defined at terrices for which the description may be found in the Oracle Hospitality Global Business (for ("Murror") Containing Service Descriptions section of which contained and which is incorporated by reference.

Hospitality enites in defined at an exestantment space that typically included out it and limited to a latticement, restriction table and settly within an areas, students, concert venue or other venue that it managed by the Program.

Installation Services, Start-Up Packs and Configuration/Upgrade Services: is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

Instance is defined as a single database environment. Test, production, and development environments are considered three separate integrates that must each be becomed.

For the purpose of the Oracle Banking API Infratureture Program, Instance is defend as the environments (production and non-production) used to pur the Oracle Banking API Program.

Interface: is defined a each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each distinct third party product with which the Oracle Program is required to interface.

Inventory Location: is defined as a dedicated physical inventory space used by verdors to store their inventory within as arena, stadium, concert venue or other venue that is managed by the Program. Each dedicated physical inventory space must be counted as one Inventory Location

IK Invoice Line: is defined at one they and invoice line items processed by the Program using a 12 month period. You may not exceed the beamed manber of 1K invoice Lines during any 12 month period unless You acquire additional 1K invoice Line licenses from Oracle

IVR Ports to defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must prachase licenses for the number of IVR Ports that represent the maximum number of consument callers that can be processed by the IVR cyclen.

Oracle Java SE Subscription and Oracle Java SE Dichtop Subscription: are defined as the right to use the specified Oracle Java SE Subscription Program(s) in accordance with the ry histolic metric and to receive Oracle Software Update Licence & Support (Innited to the specified Oracle Java SE Subscription Program(s)), for the term specified on the ordering document. The subscription arm is effective upon the effective date of the subscription ordering becument unless therewise tested in Your ordering document. If Your order was placed through the Oracle Store, than the effective date is the date Your order was accopind by Oracle Oracle Software Update Licence & Supports; provided under the Oracle Software technical support policies in effect as the time the services are provided. At the end of the specified subscription term, four may ensew Your subscription, if available, at the their current feet for the applicable subscription. If You choose not to receive Your subscription. Your right to use the specified Oracle Java SE Subscription Program(s) will terminate and You must do until the specified Oracle Java SE Subscription Program(s).

Kitchen Display Client: in defined as a device that is used to display and dignitor the status of ordered frems. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this mander must be measured at the multiplexing from end.

Learning Credits; may be used to acquire education product; and services offered in the Oracle University online catalogue posted at him for any oracle course learning used in the terms specified therem. Learning credits have only be used to acquire products and services at the list price in effect in the one. You order the relevant product or service, and may not be used for any product or service that to cultivate the action. The list price will be reduced by applying the discount specified to You by practic. Norwithstanding anything to the constant in the previous three sentences, learning credits may also be used to pay takes, 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 mounts from the date Your order is accorded by Oracle and You must acquire or most related to the and of such period. You may only use learning credit in the country in which You acquired them, may not use them as a payment method for additional learning credit, and may not use different learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering names. It is many learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering names.

SM in Managed Assets: is defined as one million U.S. Dollars of the following total. (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, a two 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 leases, notes, conditional tales contracts and other recentables, owned or managed for others, active on the Program, plus (3) Book value of non-carring access, owned or managed for others, which were greyoutly leased and active on the Program.

including exert from term remainsted leases and repostered assets, plus (5) Original cost of assets underlying leases and looks, 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 ecuvely using the Programs at any given time. In addition, Your employees, contractors, payments 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: Defined as each moique customer lovalty Program Member Record managed by the Program. 100K Member Records thall mean one-hundred thousand Member Records.

Merchandite: is defined the unique stem or SKU of a concurrer good.

Module: n defined at each production database running the Programs:

Monitored Uters in defined as an administral who is monitored by an Analysies Program which is increibed on a single server or multiple servers, regardless of whether he individual is actively being monitored at any given time. Individual uters who are licensed for an Analysies Program by either Named User Plus or Application Uter may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analysies Program every user of Your licensed CRM Sales application Program must be licensed. For the purposes of the France Recourges Compensation Analysies Program, all of Your employees must be licensed.

For the purpose of the following Oracle Governance, Rick, and Compliance applications. Application Access Controls for E-Business State, Configuration Controls Governor, Configuration Controls for E-Business State.

Immission Controls Governor, Preventive Controls Governor, and Governance, Rick, and Compliance Controls State, the number of Montroled Users is equal to the rotal number of unique E-Business State. Users (individuals) being monitored by the Program(s), as created defined in the User Administration function of C-Business State. Users of Programment 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 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 meric and to receive Oracle Software Undate License & Support for the specified Program(z) and for MySQL Community Edition for the term appended on the order. MySQL Community Edition refers to MySQL that is incerned under the GPL license. Software Update License & Support for MyQL Community Edition does not include updates of any kind. The subscription term is effective upon the officeive date of the Ebscription ordering document unless other tie stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date You order was accepted by Oracle. Oracle Software Update Licence & Support Arrices are provided under the applicable technical support policies in effect at the time the carrices are provided. You must obtain a subscription license for all servers where MySQL Charter Carries Grade Edition MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If You obtain Oracle Software Apdate License & Support services for any servers where MySQL Community Edition is deployed, then You must also purchase a subcorption 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., white MySQL Chaster 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 thes 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, tooks, and birantes provided to You prior the applicable con Community Edition license (e.g., the license to: MySQL Cluster Carles Grade Edition. MySQL Enterpole Edition and/or MySQL Standard Edition). If You do not renew a subscription, You will not receive any update: (including payenes or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription

Named User Plass as defined as an individual authorized by You to use the Programs which are installed on a single sever or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non-human operated devices 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 roftware (e.g., a TP monitor or a web server product) is used, this mainter must be measured at the multiplexing front end. Automated bawking of data from computer to computer is permitted. You are responsible for enturing that the named user plus per processor maximum are maintained for the Programs contained in the user minimum table or the licensing rules perform the minimum table provides for the minimum number of named users plus required and all actual user must be licensed.

For the purpose of the following Programs: Configuration Management Pack for Applications, System Monitoring Plag-in for Non-Oracle Database. System Monitoring Plag-in for Non-Oracle Middleware. Management Pack for Non-Oracle Middleware and Management Pack by WebCenter Suite, only the users of the Program that is being managed/monitored are counsed for the purpose of determining the number of Named Uter Plus Econoc required.

With respect to the following Programs. Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database. Load Testing Suite for Oracle Applications and Oracle Test States Kit for Utilities (Load Testing), each similated summ user and non-human operated device shall be considered as a virginal over and shall be counted for the purpose of determining the number of Named User Plus homeon required.

For the purposes of the following Propens: Data Masking and Subsetting Pack, only the inters of the database servers where masked data or data subsets originate must be counted for the purpose of detarmining the number of plantes required.

For the purposes of the following Programs. Supplication Management Suite for Oracle Management Suite. Application Management Suite for PeopleSoft, Application Management Suite for ID Edward: Enterprise One. Real Uter Experience Integrit and Application Registrated in the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (2) the uters of the Oracle distributes from which You capture data and (2) the uters of the Oracle distribute whose You will apply the data must be counted for the purpose of determining the number of lectures required.

For the purposes of the following Program. Oracle Golder Gate-to: Big Data, only the users of the source Oracle or non Oracle database(s) or NoSQL reporteriar, from which You capture data exist be counted for the purpose of databases of homeomorphisms. For my messaging systems from which you capture data, every quenc topic is counted at a user. For manipule source databases, NoSQL repositories, or messaging systems, all users by all sources must be counted.

For the purposes of the following Program: Oracle Golden Game for Maintingue and Oracle Golden Gate for Teradata Replacation Services, only (a) the users of the database from which if ou capture data and (5) 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: Cocte GoldenGare for Non Oracle Daubase only (a) the uters of the Non Oracle database from which You expure data and (b) the uters of the Non Oracle database where You will apply the data must be counted for the purpose of determining the number of homest required.

For the purposes of the following Programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the west that are maning or accepting the data transformation processes must be consided for determining the number of licenses required.

For the purposes of the following Programs: Oncele Mobile State Chant Running and Mobile Application Framework, only the and users of each Application Developed zons be counted for the purposes of determining the number of license, required, regardless of the choice of the crobile application development tool or the framework used to build the Application Developed.

For the purposes of the following Program: Andir Vault and Database Firewall, only users of the sources which are protested monitored or sudited must be counted for the purpose of determining the number of horner required

For the purpose of the following Program Dava SE Decktop Subscription, the term "terror" refers to a decktop communication

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 hard balances.

On 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 to actively using the Programs at any green time.

Oracle Financing Contract: is a connact 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 Lines to befined as the total number of order samy line stams processed by the Program during a 12 month seried. 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 in enter from Oracle

1,000 Page Views: is defined at 1,000 Page Views per Month, where one Page View means one visit by a unique internet user to a paracular page on a website.

Parmer Organization: is defined as an external third party business entity that provides wine-added services in developing marketing and selling Your product. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as appeller, distributes, agent dealer or brokes.

Percent: it defined at Your employee or contractor who is actively working on behalf of Your organization or a former employee who had one or more beaseful place mininged by the system or continue to be paid through the system. For Project Recourse Management, a person in defined as an individual who is achedised on a project. The total number of homes needed to to be based on the peal number of part-time and full-time people whose records are recorded in the system.

Phytical Server: is defined as each phytical server on which the Programs are initialled

PIN Entry Device (PED); is defined at an electronic hardware device that it used in a debit, credit or smart card-based transaction to accept and encrypt the cardholder's personal identification number, PDF).

Ported Number: 10 defined as the telephone number that end use section as they change from one service provides to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

POS Client: is defined as a device that is used to record any part of a less transaction or related end-user functionality such as workstation reporting, each management, engagement table management or manager operations. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end

For the purposes of the Oracle Hospitality Quest access POS and Device Client Plagram, a POS Client is a guest access control method that meludes, but is not limited to, turnfules, gated and turing does that are managed by the Program. For each guest access coursel method, both engance and each point much be counted for the purposes of determining the number of licenses required. For example, each turnfule must be counted as two POS Clients (one for entraine and one for exis).

Processor: thall be defined at all processors where the Oracle Programs are untailed and or running. Programs licensed on a processor basis may be accessed by a our internal users (including agents and contractors) and by a cur thard purp 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 compoundst. All cores on all multicore clips 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 recurded up to the reset whole number. When because Oracle Programs with Standard Edition 2, Standard Edition One of Standard Edition in the product name (with the exception of WebCenter Emergence Capture Standard Edition Java SE Subcription, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is control equivalent to an occupied socket, between in the case of multi-chip modules, each chip in the multi-chip module is coursed as one occupied socket.

For example, a finitions chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Riogram (other than Standard Edition One Programs of Standard Edition Programs) on 6 cores would require 2 processor because (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 examples a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and or numing

the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multiplied chips' equals 10)

For the purposes of the following Program: Oracle Healthcare Data Repository, only the processors on which interact copileation.

Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determinant the number of licenses rectuined.

For the purposes of the following Programs: (Support, Score and Configurator, only the processors on which lettered Application Server (Standard Edgion 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 an the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is method 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 WebCenter June, only the processors on which the Program that is being managed-monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Marking and Subsetting Pack, only the processors running the database servers where marked data and data must constitute outside counted for the purpose of determining the number of licenses sequend

For the purposes of the following Programs. Application Management State for Oracle E-Buriness State. Application Management State for PeopleSoft, Application Management State for Siebel, Application Janagement State for I'll 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 because required.

For the purposes of the following Programs: Application Rough Park and Real User Experience Insight all processes on which the middlessure codings that supports the respective managed explanated Frogram are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Informatica PowerCouncy and PowerCouncer Adopters, and Appleation Adopter for Warahouse Builder for PeopleSoft, Oracle E. Buaness Sagle. Seebal, and SAP, only the processor(s) on which the target database as running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Progress: Date Integrater Enterprise Edition Data Integrater Enterprise Edition for Oracle Applications, Data Integrater and Application Adopter for Data Integration and Application. Adopter for Data Integration, only the processor(s) where the data transformation provesses are executed must be counted for the purpose of determining the number of licences; required.

For the purposes of the following Program: In Memory Database Cache, only the processors on which the Times I on In Memory Database component of the In Memory Database Cache Program is installed and or number must be counted for the purpose of determining the number of licenses against

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applicanous, only (a) the processors running the Oracle catabase 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 GoldenGaw for Manifrante and Oracle GoldenGate for Terradata 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 purpose of the following Program: Oracle GoldenGare 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 ficences required. For the purposes of the following Programs: Oracle GoldenGate Application Adopters, only the processors running the source Occupe on non-Oracle databases) 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 pulsage of the following programs. Oracle GoldenGate for Big Data, only the processors running the source Oracle or non-Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determinant the number of licenses required. For any messaging systems from which you capture data, every 15 quenes/topics are counted as a Processor in the instance of multiple source databases, NoSQL repositories, or messaging systems, all processors for all sources must be

For the purposes of the following Program: Audit Umit and Database Frewall, only the processors of the sources which are protected, monitored or subject must be counted for the purpose of determining the number of licenses segured.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processor on which queries are processed must be consisted. You do not need to count processor, on which the Program is running for indexing content in configured content courses at long as the foregoing is the only use of the Program on all the processor metalled by a given server.

Project: is defined as a scheduled stage rate process plan in operation.

Property: a defined as a location with a make physical address.

500,000 Queries Per Day: in defined as five handred thousand queries from findinght to the next midnight (e.g., a day) to the production MDEX engine, including but not himsed to: text searches; changes to facer (refinement); and page up/down through mounts (any text box query, change in facet selection change in results yelved). Queries that can be reasonably shown to be generated via malinious intent, such as Denial of Service attacks, are not counted against the number of licensed queries. You may also use the programs for non-production uses, including but not limited to development, quality assurance, and performance testing.

SM in Revenue: in defined as one million U.S. Dollar: in all accorde (interest income and non interest income) before adjustments for experies and taxes generated by You during a fiscal year.

SM Revenue Under Management: is defined as one million U.S. Dallers in all moome (interest income and not interest income) before adjustments for expenses and taxes generated by J on during a local year for the product lines for which the Programs are need.

Record: The Customer Hab B2B is a bundle the includes two components. Suebel 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 bundles entity or company record, which is broad as an account for the Suabel Universal Customer Master B2B product or as an operance to a force of the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Stebel Universal Customer Master B2C and Cracle Customer Data Hub. For the purposes of the Sustamer Hub B3C application, recorder defined as the total number of unique customer database records stored in the Customer Jub B3C application (i.e., stored in a component of Customer Jub B3C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Subel Universal Customer Master product or as a person for the Oracle Customer Data Hub product

The Product Hub is a similar that includes two components, Siebel Universal Product Master and Origin Product Information Management Data Hab. For the purposes of the Product Hub application, record is defined as the total inhabet of angue product database records sorted in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product observation of SKU worsel in the MTL_SYSTEM_TIEMS table with an active or macrite status and does not include any instance thems (i.e. *-star thans) or organization acquirements of the same item.

For the proposes of the Case Hub Program a record in defined as the total number of unique case database records stock 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 actual of unicone status.

For the purposes of the Site Hub Program a record in defined as the total number of unique site database records stored in the RSS_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 (one) as a store or a franchese within a store an ATM, etc.)) stored in the Site Hub Program.

For the Rogismu listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which maybe accessed at http://oracle.com/coopacts for the grant and restrictions of the underlying Oracle technology

For the purpose of the Oracle Data Relationship Management Program, a second 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 master of enterprise information assers, hommonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entines, organizations, product, condoor, accord, accord, regions or amployees. Additionally, a record may allowed a cummany object commonly referred to the arriving manufact that either summanizes base members or describes hierarchies, information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or chared references that management purposes.

For the purpose: of the Supplier Infecycle Management and Supplier Hub Programs, a record is defined at a unique busines; entry or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Libery to Management and Supplier Hub Programs.

For the purposes of the Life Sciences Customer Hub Program, a record is defined as the member 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 connect for the Oracle Life Sciences Customer Hub Program.

1000 Records: a defined at 1000 claimed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Interrator Program.

Registered User: is defined as an individual authorized by You to me the programs which are installed on a single server or multiple convert regardless of whether the individual is actively using the Programs of any given time. Registered Users shall be business partners and/or customers and shall not be Your employees.

\$50,000 Requests Per Day: is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably thousan to be generated the malicious intent, such as Desiral of Service attacks, are not consider against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Service Procline made by web browsers or was web service calls in the production systems, including, but not instead to: ISP page requests: Ajass requests, REST service requests, SOAP service requests, web service calls by native mobile applications, rich from end applications or other integrated external systems must be counsed for the purpose of determining the number of licenses required.

For the purposes of the following Program: WebCenter Sites for Oracle ATG Web Commerce requests to the production WebCenter Sites or production WebCenter Sites Satellite Serves Programs for page or page flagments. ISP page requests. REST service requests. SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program. Endeca Experience Manager, requests at the production asternibles and Presentation API, including but not limited to: any page request for Experience Manager, any single submitted query by the Search Engine (text box quaries, selection of changes in facet calaction); page requests by an application (e.g. AIG Web Compared); charact requests from web browners; selection of changes in facet calactions; such front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

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

For purposes of the Oracle Recal Xetore Office Program, the Incented quantity purchased must at a memerum be equal to or greater than the number of Recal Regulators on which the Oracle Retail Xetore Point of Service Program is installed and/or running

Retail Store: is defined as any location where two or more people are employed to generate revenue by selling goods and services in customers.

Retail Wireless Devices at defined at a demond device that accesses the Program. Examples of wireless devices include but are not limited to, scanners. RF devices, PDAs.

Revenue Contert is defined at a logical reporting at configured within a Location. For example, a restaurant this feeps the reports and configuration reparate from its bar and its room service would require 3 Revenue Center because (one for the featurant, one for the bar and one by room service).

Rotesta Ner Parmer Interface Processes? (PIPo8): are defined at butinest processes between trading parmers. Preconfigured system to system MMb based dialogs for the relevant E-Bunnars Surin Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the chose ography of the message dialog.

Rule Ser: it defined at a data rule; file containing consent for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer or which the Programs are installed. A Server license allow: You to use the licensed Program on a single specified computer.

For the purposes of Active Packet Programs, Server in a virtual environment is defined as a virtual machine image.

Service Order Line: is defined at the total number of service order entry line ment processed by the Program during a 12 month period. Multiple service order entry line items may be extered at part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Line; during any 12 month period unless You acquire additional Service Order Line; Receives from Oracle.

1,000 Sites: it defined as one thougand unique thes added to Multi-life Quotes crossed during a 12 month period. Sites added to Multi-Site Quotes are lighted 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 Quote, created during a 12-month period shall be only counted once.

Sockets as defined as a clot 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) that count as a single socket. All occupied sockets on which the Program is installed and/or number must be licensed.

Oracle Solaric Premier Subpersiption for Non Gracle Hardware per technology at defined at the night to use the Oracle Solaric Programs (as defined below) on hardware not manufactured by or for Sun Oracle, and to receive Oracle Fremier Support for Operating Systems services (limited to the Oracle Solaris Programs), for the term perified in the ordering document. 'Oracle Solaris Programs' refers to the Oracle Solaris poperating systems and the regionally because defined party technology (as defined below). The Oracle Solaris Programs may contain that party technology broads certain notices to You in Program Documentation, 'readine Siles of the detailation details in connection with such dard party technology. Third party technology will be beensed to You either under the terms of the agreement, or if specified in the Program Sociarientation, "teachine files, or the installation details, under repartite leasure feath separate terms') and not under the terms of the agreement ("separative leasured third party technology under the separate leasure from any way by the agreement. The Oracle Solaris Programs may include or be distributed with certain counter to the agreement. The Oracle Solaris Programs may include or be distributed with certain counter 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, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement.

This subscription is available only for a server that is centified by Oracle and listed on the Hardware Company have List (HCL) as http://www.oracle.com/webfolder/sechnerosts/hcl/index.html. You must obtain a subscription because for each sold exist the server. The subscription term is effective upon the effective date of the subscription codering document, unless otherwise would in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date 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 tolkein 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 finan current feet for the subscription.

IN our order specifies "I = 4 sochet server" then You may only use the subscription on a server with not divise than 4 torkets. If You order specifies "5+ torket server" then You may use the subscription for servers with any number of sockets

Store: A defined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) system. He physical store location has multiple POS systems, then each POS system must be counted as a Store.

Stream: is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., \$10000D or LTO5) or a virtual tape drive), each configured tape drive within the Oracle Sergie Backup domain mass be counted for determining the number of beeness required. For disk targets, each concurrent job leftled per Oracle Secure Backup disk pool until be commed for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

Subteriber: it defined at (a) working telephone number for all worships devices: (b) a postable brocket or paging device that has been activated by You for worship communication; and paging; (c) a reasthornal drop or a nonreadential device communication; and paging; (c) a reasthornal drop or a nonreadential device contained by a cable provider; or (d) a live connected unity mater. The total number of Subscriber is equal to the agreement of all types of Subscribers. If You business is not defined in the minory definition of Subscriber above. Subscriber is defined at each U.S. \$1.000 increases of Your gross annual revenue acceptant to the SEC in Your annual report or the equivalent accounting as reporting document

Suite: is defined as all the functional coffware components described in the product Soumentation

Sun Ray Device: is defined as the Sun Ray conjuner on which the Program is printing

Systems is defined as a single configuration environment. Test production and development configuration are considered three sensities systems that must each be licensed.

Topo Drive: it defined as mechanical devices used to sequentially wise read and rections data from magnetic topo mech. Typically used, but not limited to, data protection and medical purpose, true dayleyed ather as a standarding unit(s) or homed within a robotic tape library. Examples of tape drive include but one not limited to. Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Castridge (QIC), Digital Andro Tape (DAT), and Sann Helical Scan. For cloud based backups, Oracle count; each parallel cheam or Exercise (EMAN) channel as equivalent to a type drive

Tape Library Slot: is defined as a physical slot location within a tape invery where each slot accepts a single tape carendge.

Technical Support

for purpose of the ordering document, technical support consists of annual technical support services. You may have ordered for the Frograms. 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 distriction, however, Oracle policy changes will not result to a marketil reduction in the level of correct provided for supported Programs during his period for which fixes for technical support have been paid. You should review the policies proor to entering into the ordering document for the applicable services. You may accept the current version of the technical support policies at latter for active compounds.

Technical support is effective upon the effective date of the ordering document unless otherwise street in Your order, If Your order was placed through the Oracle Score, the effective date is the date Your order was accepted by Oracle

Software Update Licenses's Support for any successor recipical support offering to Software Update License & Support. SULS') sequend with Your order may be removed annually and, if You remove SULS for the rame member of inspection the rame Programs, for the first and second removal years the first for SULS, will not increase by more than 4% over the prior year fees. If Your order is falfilled by a manifer of Oracle's partner Program, the fee for SULS for the first neewal year will be the prior 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 feet.

If You decide to purchase technical support for any license within a license set. You are required to purchase technical support as the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You saree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the facilities compared policies in effect at the tune of termination. Oracle's because set definition is available in the current technical chapter.

plicies. If You decide not to purchase technical support. You may not update any unsupported Program Scenies with new versions of the Program.

Telephone Number: as defined as each unique telephone number for which the bulling information as managed or displayed using the Program, regardless of the number of individual account holders associated with such telephone numbers.

Torobyte: the fined at a tempyte of computer storage space used by a storage filer equal to one its lion bytes

SB in Total Asset: 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.

Traineer z defined as a compleyed, compactor, student or other person who as being recorded by the Profitant

Transaction: is defined as each set of interactions that is immated by an application user seconded by Otacle Enterprise Manager to explore availability and performance meaning used in calculating certains for example, the following use of interactions would represent one transaction: login, which customer, log out.

Transaction Services Client: is defined as a device that is used to receive data from an external source to record a sales manuaction (e.g., a device in a coffee abop that is used by customer; to some their candidate burden). If mainplexing hardware or software (e.g., a IP monitor or a web serves product) is used, that number must be accurred at the majorism grant and.

For the purposes of the Oracle Hospitality Simplicity Transaction Services Program devices that are used to send property or revenue center configuration on an external source must be quitted as Transaction Services Clients. For example, if a digital tright per order wants to display more than information (e.g., pured name, atc.) on a meant based daked the counter and the meant board system requests that a device provider a list of the meant items and purces that are available for purchase, then that device must be becaused as Transaction Services Clients.

UPK Developer: at defined as an individual enthroused by You to upone 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, they and integer units conclusions and documentation.

UPK Module: is defined as the functional software compagnit described in the product documentation.

Fides Wrapper: is defined as a standardized contains that act; as a file system for video assets installed per use. Examples of video wrapper formats metude GXF, MXF, OPLA, AV., Queletane and LXA.

Wheless handset: is defined as a mobile communication, device such as a mode telephone FDA, or paging device, that has as primary finished wireless toice communication, and data services provided through a service provider

Werkstation: It defined as the client computer from which the Programs are being arteried, repetition of where the Program is installed.

Term Designation

1, 2, 3, 4, 5 Year Terms: A Program licence specifying a 1, 2, 3, 4 or 5 Year Term shall commune on the effective dute of the order and shall continue for the specified period. At the end of the specified period the Program licence shall terminate

icensing Rule: for Oracle Technology Programs and Oracle Business Intelligence Applications Fallower: Subject to the conditions that follow below. Your license for the Programs listed on the US Oracle Technology Price Let may be accessed at him www.cricle.com.ut/componite/pricing/price-limit/index hand, includes the right to run the lice ng(s) on an unknowned spare computer in a failover environment for up to a total of ten separate days in any given plandar example, if a failuser node is down for two hours on Tuesday and three hours on Friday, it counts as two days). 🧷 right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failurer node act; at the gramary node. Once the primary node it repaired. You must twitch back to the primary and a Once the fasterer period has exceeded ten days, the fasterer node must be licensed. In addition, only one fasterer no par clustered environment to at the charge for up to ten separate days even if multiple nodes are configured as failuver. Downings for maintenance purposes counts towards the ten separate days limitation. When licensing options on a follower environment, the options must match the number of licenses of the accordated database. Additionally, when becausing by Named Uter Plut the new on one failover node only. Any use beyond the right granted in this section must be needed separately. In a failover environment the same failover node only in the best of the production and failover nodes when keening a given character configuration.

Testing: For the purpose of taking physical copies of backups, Your licence for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) bediedes the right to run the database on an unbecaused computer for up to four times, not exceeding 2 days per testing, in any given calcular year. The aftermentioned right does not cover any other data recovery method - such as remote marroring - where the Oracle Popram binary file; are copied or synchronized

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

- Onacle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockers. When used trith Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-tocker servers. In addition, notwithstanding any provincin in Your Oracle heeps a agreement to the containty, such Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads of any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 or above may use a maximum of 8 CPU threads per instance at any time. If You purchase Manual Uter Plut (NUP) licenset, You dust maintain a minimum of 10 NUP per server.
- If you are bearing the Oracle database Program, you may not cause or permit reverse engineering (unless required by law for interoperability), disastembly or decomplation of data fernity included in or produced by that Program the foregoing includes a prohibition on reverse engineering of code, data in turner, file formats or memory formats included in or produced by that Program or use of any tools or produced that have been durived from the reverse engineering of that Program or those dam formats.
- Exadata Database In-Memory may only be used on Exadata Database Machines and Oracle Superchisters.
- Escalata Multitonant may only be used on Exadata Estabato Machines and Oracle Superclusters.

 WebLogic Server Standard Edition does not include WebLogic Server Castering.
- Weblogs: Server Standard Edition One car only be licensed on servers that have the Jubity to run a maximum of 2 sockers. The data sourcest for BI Server and BI Publishes are limited to the included decale Standard Edition One, one other database and any number of flat file sources such J. CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but Y a must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standaloge basis or at a standaloge ETL tool. The informatica PowerCenter and PowerCentert Adapters may be ased with any data course provided the target(s) are (1) the Oracle Businers Intelligence application: Programs (excluding Hyperion Enterprise Perhamsnee Management Applications).

 (ii) the underlying platforms or which the Oracle Business Intelligence Extended Edition Program. Oracle Business Intelligence Standard Edition One or appointed components of those Business Intelligence applications Programs run, or (iii) a staging database for any of the top going Informatica PowerCourse and PowerCourses: Adaptors may also be used where the Oracle Business Intelligence and locations Programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application Programs are the target, provided, that men do not use Informatica PowerCenter and PowerConnect Adapters to transform the data
- With respect to the Java SE Advanced and Java SE Smin Programs. You may not cause, modify, or charge the ocharge of or ambonise You users to create, medity, or change the behavior of classes, interfaces, or subjectages out are in any way identified as "ava" "javan" "sun" or "ovacle" or any variation of the aforementioned naming conventions. The installation and about those processes for these Programs transmit a limited amount of data to Oracle (or its carrier process specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personal advantiable information. You can find more information about the data Oracle collects at into "oracle.com/contracts. Additions notices and license terms applicable to portions of the Programs are set forth at http://oracle.com/contracts. poveriele

- Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Program may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Frogram name: Or m., Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Re-Enterprise Taxation*, Oracle Tax, Oracle Utilines*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Re-Vantas, Oracle Healtheare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle 🗦 Oracle Hamitality, Oracle XBRs, and Oracle Relate. For those prefixes designated above with a "" red all Programs with that prefix are charles for use with the "for Oracle Applications" lineaged use Programs. For a last of excluded Pagrams please review the Applications Licensing Table, which may be accessed at late Programs. Notwiths and anything above. Oracle Swiners Imeligence Suite Extended Edition for Oracle Applications may only be used with eligible "Oracle application Programs that contain "Oracle Fusion Human Capetal Management" at a prefix in the Program name provided that the Oracle Fusion Hagean Capital Management Programs are the only Programs configured to run against the database instance Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the Oracle Product Oracle Dustiners intelligence Sinte Foundation Leition for Oracle Application; may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics Finion Edition and Oracle Product Lifesyele Analytics Programs. Oracle Sunness Intelligence Suite Foundation Edition for Oracle Applications may also be used with the following Applications provided that the Oracle Fusion Applications are the othy data source: Oracle Sales Analytics, Fusion Edition. Oracle Partner Analytics, Fusion Edition: Oracle Supply Chain and Order Management Analytics, Oracle Fusion Edition: Oracle Supply Chain and Oracle Management Analytics, Oracle Fusion Edition Oracle Proposed Analytics, Fusion Edition oracle Thuman Resources Analytics, Fusion Edition and Oracle Proposed Analytics, Pusion Edition and Oracle Applications:

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- application modules.
- oracle SOA Same for Oracle Application; may be used only to enable integration, burniers processes, workflow interactions and opportule within similar Oracle Applications. Workflow interactions between shipide brack Applications and other modelistic Oracle Applications of third party applications are allowed as long as they are entire included to terminated within eligible Oracle Applications. These of SOA composites (including but not limited to Rules, Medicine, XSLT maniforms, BFEL processes, Spring composites, Workflow termines and OWSM occurry policies) is allowed as long as at least one of the correct invoked from within each composite accesses an elegible Oracle Application either natively (via Webservices) or via an adapter and the invocation is put of a flow these initiated or terminated within eligible Oracle Application. Oracle Service Bus (OSB) mage is allowed as long as each service deployed accesses an eligible Oracle Application enter natively (via Web torcaree) or via in dispute.

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- aplications Program may be used to store and manage documents created outside of the eligible application provided that such downers 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 me Oracle WebCenter imaging for Oracle Applications may be used to create and anothry anaging our distribution. Oracle TebCenter imaging application document types, and to create and accounty input supplication programming interfaces [APT.5] doin Imaging by Oracle Applications may also be used to intoke web service applications programming interfaces [APT.5] doin Imaging by Oracle Applications in a service application of the Company of the Oracle Applications is required to define few documents. Oracle Application workflows A license for WebCenter Imaging for Oracle Applications is required to define Oracle again with most of images unulated to a pro-pickaged Oracle Applications integration, to develop outon workflows, and to invoke Adja from custom workflows or custom application integrations.
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- circible Oracle Application component.

 Oracle GoldenGase for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of fine source application or of the target application or (ii) for performance tuning of the GoldenGase configuration. Oracle ColdenGase for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle of phostions or (iii) by third party applications for any type of data integration or replication turposes. For the auxidance of doubt examples of other uses that are not permitted include but are not instead to, the following replicating data to non-Oracle of observe (including MySQL), adding new sources. or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Outle.
- (e.g., active-scrive or multi-manter) or adding anything not supplied by Or Fie.

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If You purchase Named User Plus license for the Programs listed below, You make maintain 15 Named Users Plus per Procestor:

- Otacle Database Enterprise Lation
- NoSQL Database Enterprise Edition Times Ten In-Memory Database
- Rdo Enterprice Edition
- CODASYL DBMS
- Data Integrator Engineer Edition
- Golden Grate

- GoldenGate
 GoldenGate
- Golden Game for Big Data
- GorarGam Foundation Surfa
- va Integrator Enterprise Edition for Oracle Applications

GoldenGate for Oracle Applications

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- Java S. Advanced Java S. Suire WebLogic Server Standard Edition WebLogic Suiver Enterprise Edition WebLogic Suiver Enterprise Edition
- Web Tier
- Coherence Standard Edition One Coherence Enterprise Edition
- Coherence Grid Edition
- Toplank and Application Sevelopment Francework
- GlenFish Server
- hammet Application Server Standard Edition*
- Internet Application Server Enterness Edition
- API Gateway BPEL Process Manager
- WebLogic Integration
- Service Registry
- Enterprise Repository
- Forms and Reports
- Managed Fale Transfer
- Tuxedo
- Event Processing
- SOA Suite for Non Oracle Middleware
- n Ora diddewne Umfied Business Process Management Suite for
- Business Process Management Standard Edition
- Application Adapters
- Oracle E-Business Sum Adapter
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- Cloud Adapters
- B2B for LocettaNet
- BIR for EDI
- Healthcare Adapter B2B for chXML
- WebCenter Strite Phis
- WebCenter Portal
- WebCenter Conton
- WebCenter Sites
- WebCenter Step Strallite Servar
 WebCenter Universal Content Management
 WebCenter Imaging
 WebCenter Forms Racognition
 WebCenter Enterprise Capture

- Web enter Distributed Capture WoCenter Real-Time Collaboration
- el-Center Sites Mobile Option. Enterprise Identity Surview States

- Mennity Governance Suite
- Access Management Suite Plus
- Fantlements Server
- willements Server Security Module
- ve Enterprise Collaboration Server

"The Name Vier Plus Minimum does not apply if the Program is installed on a one processor mechan maximum of oh aber per Program.

- If You purchase National User Plus Remains for the Oracle Database Personal Edition Program. You may only have a maximum of one Named User Page per database.
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- ambance with the Technology Associated Program Maching Table which may be accessed You are responsible for ansuming at http://oracle.com/contracts

You are responsible for ensuring compliance with the application licensing resequentes as specified in the Applications Licensing Table, which may be accessed at the confidence formation.

- Licentus Rules for ATC Applications

 The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and or the Oracle ATG Web Knowledge Manager Program. You may, bruvers, expind Your data model to include other information provided the additional information supplements information at already included in the Oracle ATG Web Commerce Program or in the Cracle ATG Knowledge Manager Program
- The Cognot BI Commerce Bundle is included in the Orange ATG Web Commerce Burnners limitigance Program and is commerced of (a) one (1) reporting engine for incommendations containing of no more than two (2) processors and four (4) total cores, (6) unifirated anonymous report viewer sent frames, (Come (1) Named BI Web Administrators sent licenses and one (1) Named BI Web Administrators sent licenses and one (1) Named BI Web Commerce BI Administrator sent sentences must be licensed separately by purchase of Cracle ATG Web Commerce BI Administrator sent sentences are additional cost and are not included in any emergence-wide or complar because.

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Failover: Subject to the conditions that followed law, Your beance for the following Programs: Oracle DIVA Programs (Oracle DIVArchive Manager, Oracle DIVArchive And Connectivity, Oracle DIVArchive Application Faltering, Oracle DIVArchive Storage Plan Manager, Oracle DIVArchive And Connectivity, Oracle DIVArchive Automatic Data Migration Includes the tight to run the literated Program(t) on a unity lented spare comparer in a failover entropment for up to a total of the separate days in any given calendar year (for example or a failover node is down for two hours on Theoday and three hours on Finday, it counts as two days). The above right only apply when a number of machines are somected to the data control or in a chartesed entropment and the machines there a disk array or tope library. When theorems mode fails, the failover node acts as the primary node. Grow the primary node in regarded. You must switch back to the primary node. Once the failover period has exceeded ten days the failover node must be liceased. Downtime for maintenance purposes counts towards the reparate days huntitum. Any use beyond the right granted in this section must be becaused separatedly.

Licensing Rules for JD dward: Applications

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Nicensing Rules for Ozacle L. Business Suite Applications

- Please be advised that only a subset of the products included on an Applications MLS Supplement Media Pack have been consisted. For existing supported customers, My Oracle Support has information on which products have been supplied for the supported languages (later "supported customers, please contact Your Oracle Account Manager for this information
- on Activity Hub B1B is only available with the Siebel Customer Universal Master component of the The op B2B From
- The option field Service Hub B2B is only available with the Siebel Customer Universal Martin composition B2B Products et of the Customer
- The option Mathema Hub B2B is only available with the Siebel Customer Universal Master compagns of the Customer Hub B7B Program
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- The option Activity Hab B20 only available with the Siebel Customer Universal Master component of the Customer Hub B2C Promam
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- The option Marketing Hub 32C is only variable with the Siebel Customer Universal Master component of the Customer Hub B2C Program
- The option Privacy Management Policy Heal C. to only available with the siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Sales High 32C is only available with Stahel Cartnmer L nvertal Macros component of the Curromer Hub BNC Program
- The option Service Hub BCC is only available with the Sebel Customer Universal Master component of the Customer Hub BCC

Licenting Relea for Oracle Hospitality Cruise Applications

The Oracle Hospitality Data Foundation for Cruise Program of only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Indignation to find party streams is only allowed via the Oracle Hospitality Interface Programs, data use gration entropy and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host day elements organizing only from the Oracle Hospitality Programs in the schemes meeted with the use of the Program. You may not host any third party data elements.

Licenting Rules for Oracle Hospitality Food and Beverore Applications

The Oracle Hospitality Technology Foundation for Food and Beverage Program may only be used with Oracle Hospitality Food and Beverage Program. New reports to endoughten the meladed reports at allowed, Integration in third party systems is only allowed in the Oracle Hospitality Interface Programs, data integration wanter and/or APIs. You may not add unsupported applications to the environment; created with the Program. You are allowed to best data elements originating only from the Oracle Respirality Program in the schemac created with the use of this Program. You may not host any than party data elements.

- Licenting Rules for Oracle Hospitality Hotel: Application:

 The Oracle Hospitality Technology Foundation Programs may only be used with Oracle Hospitality Hotel Programs. New reports of consumization of the included reports are allowed. Integration to fined party systems in only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or API: You may not add unsupported applications to the enhancement constitution of from the Oracle Hospitality.

 The Oracle Hospitality Interface Programs are allowed to host data element congular orally from the Oracle Hospitality.
- Programs in the schemas created with the use of this Program. You may not best any third party data elema. The Oracle Hopitality OPERA 5 Property Standard Program is limited to 55 functions as defined
- appriality OPERA 5 Property Line Program is immed to 30 functions as defined in the Program Doc The Oracle
- The Orac Hospitality Suites Frogerty Report Edition Program is limited to 30 functions as defined in the Program Documentation.

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- liewing Programs may only be used with the Oracle Hospitality OPERA Programs Oracle Hospitality I hnology Property on for Hotel Property Systems - OPERA S Prenzium, Orsele Hospitality Technology Foundation for Hotel OPERA S Standard, Oracle Hospitality Technology Foundation for Hotel Property Systems - OPERA S Lite and Oracle Househity Technology Foundation for Hotel Central Office System. New reports or customization of the axiladed aned Integration to third party systems is allowed via the Oracle Hospitality interface Programs only. You may reports are at mat or unsupported applications
- You are responsible for ensuring compliance with the Hospitality Associated Program Matching Table, high may be accessed at http://oracle.com ontract.

Licenting Rule: for People of Application:

You use of the Campus Soff Service and Sciedent Administration component: within the Campus Solutions Program is subject to the additional terms and capitalons set forth in the INAS Software Supplement located at the contract terms.

- Licenting Rules for Primevern Applications

 For the purposes of the following Primevers 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
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 For purposes of the Primerera SureTrak and Primerera P3 Project Planner Programs, You acknowledge that the agreement
- delivered to You with these Programs, and by the end user license agreement postured in the product installation, governo the end user's use of these Programs
- end user's use of these Programs: Primavers P6 Enterprise Project Portfolio Managament and Primavers P6 Enterprise Project Portfolio Managament and Primavers P6 Enterprise Project Portfolio Managament Web Services, developers and on users (i) who are not already branced for the Primavers P6 Enterprise Project Portfolio Managament Program and (ii) who areas (including through Access Points) applications, must be because from the Primavers P6 Enterprise Project Portfolio Managament web Services Project Portfolio Managament web Services Project Portfolio Managament and Primavers P6 Enterprise Project Portfolio Managament web Services Project Portfolio Managament web Services Project Portfolio Managament and Primavers P6 Enterprise Project Portfolio Managament and Primavers P6 Enterprise Project Portfolio Managament and Primavers P6 Enterprise Project Project (including through Enterprise Project Project (including through Enterprise Project (including through Access Primavers P6 Enterprise Primavers P6 Enterprise Project (including through Access Primavers P6 Enterprise Primavers P6 Enterprise Primavers P6 Enterprise Primaver
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 (ii) who access (including through Access Pourse) applies out, but he licensed for the Primaries Contract Management Web
 Services Program. "Access Pourse includes, but is not hunted to third party. Oracle or currons versions of the following: interfaces. API a web services and chapbase lanks.

Licenting Rules for Oracle Retail Programs

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- For the Sabal Branch Chief var oes Program, Subal Internet Braking Servers Program, Subal Recal Funance Foundation Servers: Program and the Sabal Funancial Transactions Workbands Program. You may use three purry took to (a) create materials or (b) modify the subtracts identified as Sanajle Screen Code and Process Template in the Program Decumentation and in accordance with the Program Continentation, and in accordance with the Program Continentation, and provided that each restricted to modify the medical best and statements or modified materials dails be used subtly with Your Received use of such Programs. You shall not limit in any way Oracle's right to develop use, Receive, create derivative works of or otherwise their exploit the Programs, ancallary Programs, Program Documentation, or by Oracle, or to pennet third parties to do so. my other maternals provided
- The Suebel Detail Frogram includes a license for 20 Concurrent Users that authorizes You to use in Program on only one Computer for a generatin of 20 Concurrent User, it may given time. A "Concurrent User" is defined a such maintainal dur, may concurrently use or access the Programs. Concurrent User, may only be Your sanding customers by Your prospective customers, and may not be Your business parment or Your employees.
- The Steber Mailleting Server Program is licensed on a Computer basis together with the number of unique Commer Records that You may access using the Program A "Customer Record" is defined as each unique Record (including course records. Dio:De of records and records in external data sources) that You may access using the Program.

- The Siebel Phanna Marketing Server is licensed on the basis of the number of unique Customer Records that You may access name of the Program together with the number of Branch that You many many around recognized. A "Brand" is defined at a proceed control of the program together with the number of Brands that You many manages tung the Program. A "Brand" is defined at a proceed product offering that corresponds to a specific molecular entity, including multiple dougle forms and multiple strengths. the same molecular entity.
- The Suebal Pricing Chains Server-Lip to 20 Application Uters to licensed on a Computer basis with a limitation on the of American Users. An "Application User" is defined as an individual authorized by You to use the app application Programs which are installed on a single server or on multiple servers regardless of whether the individual is servery using the regions at any given time
- The users or processors of the Siebel Web Channel Program may access a maximum of 15 Object. An "Object" is defi-each data canny within the Business Object Layer of the Program that is defined in the Siebel Tools Program. The Siebel Data Quility License may only be used with Oracle Master Data Management or Oracle CRM deployments.

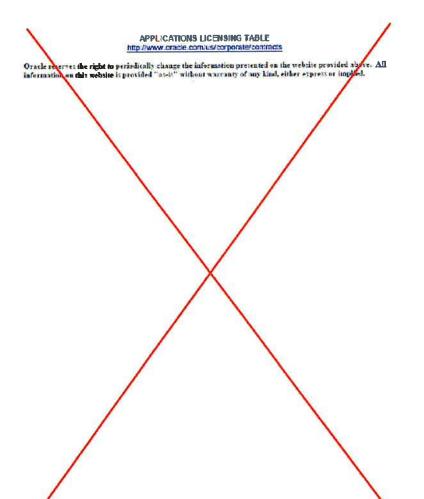
Licensing Rules for Systems Software Programs Failorer: Subject to the conditions that follow below Licencing Rules for Systems Software Programs:
Failurer: Subject to the condution: that follow below, Your license for the following Programs. StorageTel QFS, StorageTel QFS
Client, Oracle The raching Softrage Manager, StorageTel. Automated Camidge System Library Software (ACSLS), includes the right to run the Scenarial Programs, on an anthermod sparse computer in a following monocommunity up to a total of ten reparate days in any given ealerstary year (for cannot be, if a failurer mode in down for two boars on Treating and there boars on Friday, it counts as two days). The above right only applies when a number of machines are connected to the distriction control of the response are not in a clustered entironment and the machines that a disk array or tage Storay. When the primary node failt, the failurer node is repaired, You must twitch back to the primary node Ores the failurer mode in the primary hode. Once the failurer is on must be idented. Downtime for criminance purposes counts towards the ten separate days limitation. Any use beyond the min manted in this section must be idented separately.

Licenting Rules for Program: Licented per UPK Andale

Oracle grants to You a non-exclusive, nontransferb le license for You PFK Developer(a) to. (i) are those User Productivity Kir ("UPK") Programs licensed as UPK modules (callectively referred to as "UPK content") as necessary to create and provide maning toolety for Employee and or Application. Users to use the underlying Programs for Your benefit (ii) make an unimastic number of applicable. He updatelying Programs for You benefit, and find develop medifications and custominations to the UPK content, if applicable, all subject to the lemm and contribute set forth in this agreement provided all convents motives are reproduced as provided on the original. You represent and survey that You have a valid known for the original programs for You benefit and this agreement for the underlying Programs(s). You are probabled from reaching or distributing the UPK content on any other party or using the UPK content other than a resplicitly permitted in this agreement. Oracle repaired that the UPK content and any content used by You many the UPK content made any copies thereof. You thall use UPK content medificance: created by You tolday for Your manual use in accordance with the toract of the agreemant. You may provide access to and use of the UPK content only to those third partner that are becomed at Application. Users and that (a) provide services to You contention You use of the UPK content, that are becomed as Application. Users and (b) have a greed to substantially similar non-disclosure obligation, apposed by You is those concaused in this agreement. Application and Employee Usefa; of UPK Programs may visor and interact with undifferent and documentation.

Licensing Rules for MySQL Program

The MySQL Programs may sentent find party technology. Oracle may provide on our notices to You in Program Documentation, "readine" files or the installation details in connection with such third party sechnology, third party sechnology will be incomed to You with a under the terms of the agreement, or if specified in the Program Documentation, "readine" files, or the installation details ender separate became truns ("separate terms") and not under the terms of the agreement ("separately lineaced third party sechnology"). Your rights to use such separately lineaced third party sechnology ander the separate terms. are not restricted at My way by the agreement



Oracle Hardware US Communities Supplemental Terms and Conditions +641818

ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819.

EXHIBIT E



ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819

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

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

B. Hardware Composition

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

C. Rights Granted

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

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

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

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

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

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

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

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

D. Ownership and Restrictions

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

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

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

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

You may not:

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

E. Warranties, Disclaimers and Exclusive Remedies

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

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

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

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

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

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

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

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

- 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;
- used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- vi. relocated, to the extent that problems are attributable to such relocation;
- vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations:
- viii. used by parties appearing on the most current U.S. export exclusion list;
- ix. relocated to countries subject to U.S. trade embargo or restrictions;
- x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
- xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

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

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

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

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

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

F. Technical Support

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

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

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

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

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

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

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

G. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material) that any information, design, specification, instruction, software, data, hardware or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material) and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

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

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

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value.

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

For claims related to hardware, if you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Oracle will not indemnify you for Materials that are not part of the Oracle Linux covered files as defined at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

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

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

I. Other

- 1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.
- 2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Hardware STCs.

3. Accessibility

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

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

4. Internet Protocol version 6 (IPv6)

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

- 5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.
- Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.
- The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.
- 8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
- 9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer.

systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

- 10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.
- 11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.
- 12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.
- 13. Source code may be defivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.
- 14. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit A. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.
- 15. Oracle's License Definitions and Rules; Oracle's Integrated Software Options License Definitions, Rules, and Metrics; and Terms for Oracle Solaris are incorporated herein. You may access the current versions of these documents at http://oracle.com/contracts.
- 16. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services, or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.
- 17. Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.
- 18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from http://www.oracle.com/goto/opensourcecode, If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

EXHIBIT A

APPLICATIONS LICENSING TABLE http://www.oracle.com/us/corporate/contracts

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

EXHIBIT F ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712.

EXHIBIT F



SUPPLEMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX AND ORACLE VM SERVICES

These Supplemental Public Sector Terms and Conditions ("Terms and Conditions") apply to the Oracle Linux and Oracle VM Services that you order from the Contractor through orders issued pursuant to the OMNIA contract to which these Terms and Conditions are attached and incorporated (the "Contract"). These Terms and Conditions shall take precedence over any conflicting terms in the Contract or any order issued pursuant to the Contract and shall govern Your use of the Oracle Linux/Oracle VM Service Offering(s) ordered from the authorized Oracle reseller or distributor ("Contractor").

1. DEFINITIONS

- 1.1 "Covered Programs" is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Included Files (available at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf) for which You have ordered Oracle Linux/Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such Oracle Linux/ Oracle VM Service Offering(s).
- 1.2 "Oracle Linux Service Offering(s)" and "Oracle VM Service Offering(s)" (collectively, "Oracle Linux/Oracle VM Service Offering(s)") refer to Oracle Linux and Oracle VM support services respectively and Oracle Linux/Oracle VM-related Service Offerings(s) as defined under the Oracle Linux and Oracle VM support policies.
- 1.3 "Oracle Linux/Oracle VM Term(s)" is defined as the duration for which You have acquired the applicable Oracle Linux/Oracle VM Service Offering(s).
- 1.4 "Physical CPU(s)" is defined as each monolithic integrated circuit responsible for executing a System's Covered Programs.
 A monolithic integrated circuit with multiple cores or hyperthreading is counted as a single Physical CPU when determining the total number of Physical CPUs in a System.
- 1.5 "Program Documentation" refers to the program user manual and program installation manuals. Program Documentation may be delivered with the programs. You may access the documentation online at http://oracle.com/documentation.
- 1.6 "Supported System(s)" is defined as a System to which You apply or intend to apply Oracle Linux/Oracle VM Service Offering(s) received from Oracle at the specified service level in Your order, including but not limited to updates, patches, fixes, security alerts, work arounds, configuration, installation assistance (for Oracle VM, Support System(s) includes Oracle VM Manager).
- 1.7 "System(s)" is defined as the computer on which the Oracle Linux programs and/or Oracle VM Server programs are installed. Where computers/blades are clustered, each computer/blade within the cluster shall be defined as a System. (For purposes of calculating the price of the Oracle VM Service Offering(s), the computers where the Oracle VM Manager programs are installed are not counted).
- 1.8 "You" and "Yours" refers to the individual or entity that has ordered Oracle Linux/Oracle VM Services from Contractor under Your Contract and the order accompanying these Terms and Conditions.

2. ORACLE LINUX/ORACLE VM SERVICE OFFERING(S)

- 2.1 The Oracle Linux/Oracle VM Service Offering(s) are provided at the support level and for the Oracle Linux/Oracle VM Term defined in Your order.
- 2.2 When ordering Oracle Linux/Oracle VM Service Offering(s) You must comply with the following availability rules:
 - Oracle Linux Premier Limited, Oracle Linux Basic Limited, and Oracle VM Premier Limited are available only for Systems with no more than two (2) Physical CPUs per System.
 - Oracle Linux Premier, Oracle Linux Basic, Oracle Linux Network, and Oracle VM Premier are available for Systems with any number of Physical CPUs per System.

- 2.3 Upon acceptance of Your order, You have the limited right to receive the applicable Oracle Linux/Oracle VM Service Offering(s) solely for Your business operations and subject to the terms of these Terms and Conditions.
- 2.4 For purposes of Your order, (a) Oracle Linux Service Offering(s) consist of the Oracle Linux support services level You may have ordered for the Oracle Linux programs; and (b) Oracle VM Service Offering(s) consist of the Oracle VM support services level You may have ordered for the Oracle VM programs. If ordered, the Oracle Linux/Oracle VM Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Linux and Oracle VM support policies in effect at the time the Oracle Linux/Oracle VM Service Offering(s) are provided. The Oracle Linux and Oracle VM support policies, which are incorporated in these Terms and Conditions, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Oracle Linux/Oracle VM Service Offering(s) provided during the period for which fees for the Oracle Linux/Oracle VM Service Offering(s) have been paid. Oracle Linux/Oracle VM Service Offering(s) are available for certain Systems, and may be subject to additional restrictions as set forth in the Oracle Linux and Oracle VM support policies. You should review the Oracle Linux and Oracle VM support policies prior to entering into the order for the applicable Oracle Linux/Oracle VM Service Offering(s). You may access the current version of the Oracle Linux and Oracle VM support policies at http://www.oracle.com/us/support/library/enterprise-linux-support-policies-089172.pdf.
- 2.5 The Oracle Linux/Oracle VM Service Offering(s) are effective upon the effective date of Your order unless otherwise stated in Your order.
- 2.6 The Oracle Linux/Oracle VM Service Offering(s) provided under these Terms and Conditions are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Oracle Linux/Oracle VM Service Offering(s) under these Terms and Conditions shall be provided under the terms of the appropriate license agreement that You accepted upon downloading and/or installing the Oracle Linux and/or Oracle VM program(s). The Oracle Linux/Oracle VM Service Offering(s) may also include the right to use certain additional software or tools during the Oracle Linux/Oracle VM Term for which fees for Oracle Linux/Oracle VM Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

3. INDEMNIFICATION

- 3.1 Provided You are a current subscriber to the Oracle Linux/Oracle VM Service Offering(s), if a third party makes a claim against You that any Covered Programs furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:
 - Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
 - b. Give Oracle sole control of the defense and any settlement negotiations; and
 - c. Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.
- 3.2 If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Programs to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to You, terminate Your right to receive indemnification for Your further use of the Covered Programs and refund any unused, prepaid service fees You have paid for the Covered Programs.
- 3.3 Notwithstanding the above. Oracle will not defend or indemnify You in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) Your distribution of the Covered Programs; (b) Your alteration of the Covered Programs; (c) Your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) Your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Linux and Oracle VM support policies; (e) Your use of the Covered Programs when You were not a subscriber to the Oracle Linux/Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Programs with any products or services not provided by Oracle; (h) Your claim, lawsuit, or action against a third party. This section provides Your exclusive remedy from Oracle for any infringement claims or damages, liabilities, costs or expenses.

4. FEES AND TAXES; ORACLE LINUX/ORACLE VM-RELATED SERVICE OFFERING(S)

4.1 For the initial Oracle Linux/Oracle VM Term for which fees are to be paid for the applicable Oracle Linux/Oracle VM Service Offering(s), the fees due will be calculated based upon the number of Systems to be supported that are in existence as of the date of Your order. For the second and all subsequent Oracle Linux/Oracle VM Terms, the fees due will be calculated based on the total number of Systems supported that are in existence as of the first day of the applicable Oracle Linux/Oracle VM Term(s) (e.g., fees calculated for the second term will be based upon the total number of Systems supported that are in existence on the first day of the second term).

- 4.2 In addition to the fees for the Oracle Linux/Oracle VM Service Offering(s) specified above. You agree to pay additional fees for the level of Oracle Linux/ Oracle VM Service Offering(s) ordered based on the maximum number of Supported Systems that exist simultaneously at any time during the applicable Oracle Linux/Oracle VM Term and in accordance with the Oracle Linux and Oracle VM support policies for the level of support You are ordering. In the event that You decide to increase the number of Supported Systems, You agree that You will promptly place an order for Oracle Linux/ Oracle VM Service Offering(s) for the increased number of these Supported System(s) and pay the additional required fees.
- 4.3 You may order a limited number of Oracle Linux/Oracle VM-related Services Offering(s) under these Terms and Conditions, as listed in the Oracle Linux and Oracle VM support policies. For these Oracle Linux/Oracle VM-related Service Offering(s), the fees due for the initial Oracle Linux/Oracle VM Term and all subsequent Oracle Linux/Oracle VM Terms will be based on Oracle's then current Oracle Linux and Oracle VM Service Offering(s) pricing policies.
- 4.4 Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in these Terms and
- 4.5 Oracle Linux/Oracle VM Service Offering(s) are invoiced in arrears of the Oracle Linux/Oracle VM Service Offering performance; specifically, Oracle Linux/Oracle VM Service Offering(s) fees are invoiced quarterly in arrears. The period of performance for all Oracle Linux/Oracle VM Services Offering(s) is effective upon the effective date of Your order.

5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 5.1 Oracle warrants that the Oracle Linux/Oracle VM Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Oracle Linux/Oracle VM Service Offering(s) warranty deficiencies within 90 days from performance of the defective Oracle Linux/Oracle VM Service Offering(s).
- 5.2 TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 5.3 ORACLE DOES NOT GUARANTEE THAT THE COVERED PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT ORACLE LINUX/ORACLE VM SERVICE OFFERING AND ORACLE WILL REFUND TO CONTRACTOR THE FEES CONTRACTOR PAID TO ORACLE FOR THE DEFICIENT LINUX/ORACLE VM SERVICE OFFERING AND CONTRACTOR WILL, IN TURN, REFUND TO YOU THE FEES YOU PAID THE CONTRACTOR FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING.

6. TERMINATION

- 8.1 If the Contractor or You breaches a material term of Your order or Your Contract (including these Terms and Conditions) and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for the Oracle Linux/Oracle VM Service Offering(s) received under such order, plus applicable taxes (if any) and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under Your Contract (including these Terms and Conditions), You may not use the Oracle Linux/Oracle Service Offering(s) that are subject to the Contract.
- 6.2 Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

7 NONDISCLOSURE

- 7.1 By virtue of Your order and these Terms and Conditions, the Contractor and You may have access to information that is confidential to one another or Oracle ("Confidential Information"). You agree to disclose only information that is required for the performance of obligations under Your order. Confidential Information shall be limited to Your Contract (including these Terms and Condition) with the Contractor and all information clearly identified as confidential at the time of disclosure.
- 7.2 Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

7.3 Subject to applicable law, You, the Contractor, and Oracle agree not to disclose the other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. You, the Contractor, and Oracle may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under these Terms and Conditions. Nothing shall prevent either party from disclosing the terms or pricing under the Contract or orders submitted under the Contract in any legal proceeding arising from or in connection with the Contract or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

8 ENTIRE AGREEMENT

- 8.1 You agree that the Contract (including these Terms and Conditions) and the information which is incorporated by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for Oracle Linux/Oracle VM Service Offering(s) ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Oracle Linux/Oracle VM Service Offering(s).
- 8.2 It is expressly agreed that these Terms and Conditions and Your order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Oracle Linux/Oracle VM Service Offering(s) ordered. In the event of any inconsistencies between the rest of the Contract and these Terms and Condition, these Terms and Conditions shall take precedence.

9 LIMITATION OF LIABILITY

ORACLE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORACLE LINUX/ORACLE VM SERVICE OFFERING(S) ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO ORACLE, AND IF SUCH DAMAGES RESULT FROM DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING(S), SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID TO ORACLE FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING(S) GIVING RISE TO THE LIABILITY.

10 EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Oracle Linux/Oracle VM Service Offering(s). You agree that such export control laws govern Your use of any Oracle Linux/Oracle VM Service Offering(s) deliverables provided under these Terms and Conditions, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from Oracle Linux/Oracle VM Service Offering(s) (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

11 FORCE MAJEURE

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

12 GOVERNING LAW

These Terms and Conditions and Your Cracle Linux/Oracle VM Service Offering(s) order are governed by the laws of Arizona.

13 ASSIGNMENT

You may not assign Your order or give or transfer the Oracle Linux/Oracle VM Service Offering(s) or an interest in them to another individual or entity. If You grant a security interest in the Oracle Linux/Oracle VM Service Offering(s), the secured party has no right to use or transfer those Oracle Linux/Oracle VM Service Offering(s).

14 AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Oracle Linux/Oracle VM Service Offering(s). You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You shall be responsible for paying any underpaid fees related to use of the Oracle Linux/Oracle VM Service Offering(s), Contractor may assign its right to audit your use of the Oracle Linux/Oracle VM Service Offering(s) to Oracle. If the Contractor assigns its right to audit your use of the Oracle Linux/Oracle VM Service Offering(s) to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

15 SEGMENTATION

The purchase of Oracle Linux/Oracle VM Service Offering(s) or other service offerings, programs or products through the Contractor are all separate offers and separate from any other order. You understand that You may purchase Oracle Linux/Oracle VM Service Offering(s) or other service offerings, programs or products independently of any other order. You obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products. You acknowledge that You have entered into the purchase through the Contractor without reliance on any financing or leasing arrangement with Oracle or its affiliate.

16 OTHER

- 16.1 You understand that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle. You, Contractor and Oracle are responsible for paying their own employees, including employment related taxes and insurance.
- 16.2 If any term of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of these Terms and Conditions.
- 18.3 Oracle Linux/Oracle VM Service Offering(s) are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Oracle Linux/Oracle VM Service Offering(s) in such applications.
- 16.4 Oracle is a third party beneficiary of any order placed under these Terms and Conditions, but does not assume any of Contractor's obligations thereunder..
- 18.5 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents.

180233 EXHIBIT F G

OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): (www.gsa.gov).
 - Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase this coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been preapproved by the County Contract Administrator. These costs include (but not limited to) the following: inroom movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

SERIAL 180233-RFP

MYTHICS, INC., 4525 MAIN STREET, SUITE1500, VIRGINIA BEACH, VA 23462

PRICING SHEET: NIGP CODE 20655

Terms: NET 30

Vendor Number: VS0000003170

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2023.**

Attachment A

CORPORATE DIRECTORS, OFFICERS, OWNERS

June 1, 2021

1. Mythics, Inc.

Executive Officers:

Sector President- Shane Smutz Sector President- Paul Seifert Sector President- Doug Altamura

Vice President and Chief Financial Officer, Treasurer and Assistant Secretary- Kevin Hodgkiss

Executive Vice President and Corporate Secretary- Albert Wergley

Executive Vice President - Peter Sirh

Board of Directors:

Shane Smutz
Paul Seifert
Doug Altamura

Owners of Record:

Mythics Emergent Group, Inc.: 100%

2. Mythics Emergent Group, Inc.

Executive Officers:

Sector President - Shane Smutz
Sector President- Paul Seifert
Sector President- Doug Altamura
Vice President and Chief Financial Officer, Treasurer and Assistant Secretary- Kevin Hodgkiss
Executive Vice President and Corporate Secretary- Albert Wergley
Executive Vice President- Peter Sirh

Board of Directors:

R. Scott LaRose Michael Hillier Albert Wergley

Owners of Record:

Michael A. Hillier, Jr. (153 shares= 51%) R. Scott LaRose (147 shares= 49%)

3. Emergent, LLC

Emergent, LLC is Member Managed by its Sole Member: Mythics, Inc.

There is no requirement for Executive Officers, and the sole executive so designated is Paul Kohler, Executive Vice President.

Various individuals, including the Executive officers of Mythics, Inc., have signature authority and are designated "Authorized Signatories".

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF MYTHICS, INC.

The undersigned, being all the members of the Board of Directors of MYTHICS, INC., a Virginia corporation ("Mythics" or the "Corporation"), acting pursuant to the Virginia Stock Corporation Act (VSCA"), section 13.1-685 of the Code of Virginia, 1950, as amended, and in accordance with the Corporation's Bylaws, hereby waive the requirements of notice under the VSCA and consent to, take and adopt the following resolutions and actions by this written consent ("Consent"):

1. Signature Authority

IT IS RESOLVED: that Deonte J. Watters, Senior Contracts Specialist, Mythics, Inc. is hereby authorized to execute and deliver on behalf of the Corporation documents that consist of, and are limited to, Proposals and Responses to Customer Solicitations, Awards, Non-Disclosure and Confidentiality Agreements, and Representations and Certification Standard Forms required by the Corporation's customers and business partners in the ordinary course of the Corporations' business, and that such execution and delivery shall be conclusive evidence of approval by the Corporation;

IT IS RESOLVED: that the execution by Trent W. Fallin, Mythics Senior Account Manager, of Amendment #2 of the State of California Software Licensing Program (SLP), Contract Number SLP-12-70-0121A, signed on November 29, 2012, is hereby ratified as authorized for signature by Mr. Fallin as of the date of execution and deemed as in full force and effect as of the date thereof;

IT IS RESOLVED: that Lynn M. Brogis, Corporate Counsel for Emergent, LLC, a wholly owned subsidiary of Mythics, Inc. is hereby authorized to execute and deliver on behalf of Emergent, solicitations, proposals, contracts, awards, representation, certificates, and agreements on behalf of Emergent, as they are related to dealings with customers, business partners, and government agencies in the ordinary course of Emergent's business, and that such execution and delivery shall be conclusive evidence of approval by Emergent;

IT IS RESOLVED, that Cheryl A. Burns, Director of GSA Contracting for Mythics and Emergent, is hereby authorized to execute and deliver Modification requests to the General Services Administration (GSA") to modify the terms of the GSA Schedule contracts awarded to Mythics and Emergent respectively and such execution and delivery shall be conclusive evidence of approval by Mythics or Emergent;

2. Cross Indemnity

IT IS RESOLVED, that the Cross Corporate Guaranty executed by Richard Welborn on February 6, 2013 and delivered to Tech Data Corporation, is hereby ratified and confirmed as authorized and effective as on the date of execution by Mr. Welborn.

IT IS RESOLVED: This Consent in Writing shall be effective as of thist day of March 2014.

DIRECTORS:

Robert S. LaRose

Greg Christensen

Peter Sirh

Richard Welborn

Albert Wergley

Dated as of March $\frac{14}{2}$, 2014



Bidder Certification



This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing Amendment: Da	te of Signed Original	Date of Last Amendment		
Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Depar	tment awarding the contract)		
BID NO. F-1124	HARBOR DEPARTMENT PURCHASING OFFICE			
Bidder Name				
Mythics, Inc.				
Address				
4525 Main St. Suite 1500, Virginia Beacl Email Address	h, VA 23462	Phone Number		
		757 440 4000		
jbaraiolo@mythics.com and slccontracts	@mythics.com	757-412-4362		
O-wife-sign		And the second second		
Certification				
I certify the following on my own behalf or on behal	f of the entity named above,	which I am authorized to represent:		
A. I am applying for one of the following types of co	ontracts with the City of Los	Angeles:		
1. A goods or services contract with a value of	of more than \$25,000 and a t	erm of at least three months;		
2. A construction contract with any value and	duration;			
3. A financial assistance contract, as defined \$100,000 and a term of any duration; or	in Los Angeles Administrati	ve Code § 10.40,1(h), with a value of at least		
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.				
B. I acknowledge and agree to comply with the disc Municipal Lobbying Ordinance if I qualify as a lo				
certify under penalty of perjury under the laws of the in this form is true and complete.	he City of Los Angeles and t	he state of California that the information		
Deonte J. Watters, CCMAP	Des	to & Wallion		
Name	Signature	<i>y</i> =		
Vice President of Contracts	Januar	y 31, 2022		
Title	Date			

55

Prohibited Contributors (Bidders)



This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

✓ Original Filing	Amendment:	Date of Signed Ori	ginal	Date of Las	st Amendn	nent
Reference Number (Bid, Contract, or BAVN): BID NO. F-1124 Date Bid Submitted: 1.31.2022 Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided): ORACLE ENTERPRISE RESOURSE PLANNING (ERP) SYSTEM CLOUD SOFTWARE SUBSCRIPTIONS TO BE FURNISHED FOR A THREE-YEAR TERM COMMENCING UPON CONTRACT EXECUTION Awarding Authority (Department awarding the contract): HARBOR DEPARTMENT PURCHASING OFFICE Bidder Name: Mythics, Inc. Bidder Address: 4525 Main St. Suite 1500, Virginia Beach, VA 23462 jbaraiolo@mythics.com and Bidder Email Address: slccontracts@mythics.com Bidder Phone Number: 757-412-4362						
Schedule Summar	y					
The bidder has one of At least one principa 2. SCHEDULE B — Suborthe bidder has one of subcontracts worth the bidder has one of subcontracts.	e of the following: ler's Principals (check or or more PRINCIPALS, as I is required for entities. contractors and Their Pror more SUBCONTRACT \$100,000 or more. (If your pages)	defined in LAMC { (If you check "Yes" rincipals (check or ORS on this bid or u check "Yes", Sch	r, Schedule A is requ ne) proposal with edule B is required.)		Yes Yes	No □ No ☑
Certification						
I certify the following und A) I understand, will com Los Angeles City Charter business days if any information above, and my name app knowledge and belief. Deonte J. Watters, Con Name Vice President of Cor	pply with, and have notifing \$470(c)(12) and any resormation changes; C) I are bears below; and D) The	ed my principals a lated ordinances; n the bidder name	nd subcontractors B) I understand tha d above or I am au	of the required to the total terms of the required to the rue and com	ements ar end this fo epresent t	nd restrictions in orm within ten he bidder named
Title			Date			



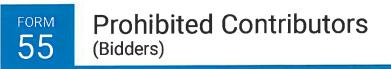
Prohibited Contributors (Bidders)



Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name:	Please see attached	
	Title:	
Name:	Title:	· · · · · · · · · · · · · · · · · · ·
	Title:	-
Name:	Title:	
	Title:	





Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Not Applicable
Subcontractor's Address
Please check one of the following options:
This subcontractor has one or more principals.
* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.
Name: Not Applicable Title:
Address:
Name: Title:
Address:
Name: Title:
Address:
Name: Title:
Auuress.
Name: Title:
Address:
Name: Title:
Address:
Check this box if additional Schedule B pages are attached.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A proposer who "engages in investment activities in Iran" is defined as either:

- A proposer providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- A proposer that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The proposer shall certify that at the time of submitting a proposal for a new contract or for the renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the proposer is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign **ONE** of the options shown below.

OPTION #1: CERTIFICATION

Name of Proposer/Financial Institution (Printed): Mythics, Inc.

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the proposer or financial institution identified below, and that the proposer or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Signed by:	Dento J. Watton	(Authorized Signature)
	Deonte J. Watters, CCMAP	(Printed Name)
	Vice President of Contracts	_ (Title of Person Signing)
OPTION #	2: EXEMPTION	
activities in for services requirement attach docui	PCC § 2203(c) and (d), a public entity may permit a proposer or financial ran, on a case-by-case basis, to be eligible for, or to submit a proposal for, . If the proposer or financial institution identified below has obtained an under the Iran Contracting Act of 2010, the proposer or financial institution smentation demonstrating the exemption approval.	or enter into, or renew, a contract exemption from the certification shall complete and sign below and
Signed by:		(Authorized Signature)
		(Printed Name)
		(Title of Person Signing)

Attachment A

CORPORATE DIRECTORS, OFFICERS, OWNERS

June 1, 2021

1. Mythics, Inc.

Executive Officers:

Sector President- Shane Smutz

Sector President- Paul Seifert

Sector President- Doug Altamura

Vice President and Chief Financial Officer, Treasurer and Assistant Secretary- Kevin Hodgkiss

Executive Vice President and Corporate Secretary- Albert Wergley

Executive Vice President - Peter Sirh

Board of Directors:

Shane Smutz

Paul Seifert

Doug Altamura

Owners of Record:

Mythics Emergent Group, Inc.: 100%

2. Mythics Emergent Group, Inc.

Executive Officers:

Sector President - Shane Smutz

Sector President- Paul Seifert

Sector President- Doug Altamura

Vice President and Chief Financial Officer, Treasurer and Assistant Secretary- Kevin Hodgkiss

Executive Vice President and Corporate Secretary- Albert Wergley

Executive Vice President- Peter Sirh

Board of Directors:

R. Scott LaRose

Michael Hillier

Albert Wergley

Owners of Record:

Michael A. Hillier, Jr. (153 shares= 51%)

R. Scott LaRose (147 shares= 49%)

3. Emergent, LLC

Emergent, LLC is Member Managed by its Sole Member: Mythics, Inc.

There is no requirement for Executive Officers, and the sole executive so designated is Paul Kohler, Executive Vice President.

Various individuals, including the Executive officers of Mythics, Inc., have signature authority and are designated "Authorized Signatories".

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF MYTHICS, INC.

The undersigned, being all the members of the Board of Directors of MYTHICS, INC., a Virginia corporation ("Mythics" or the "Corporation"), acting pursuant to the Virginia Stock Corporation Act (VSCA"), section 13.1-685 of the Code of Virginia, 1950, as amended, and in accordance with the Corporation's Bylaws, hereby waive the requirements of notice under the VSCA and consent to, take and adopt the following resolutions and actions by this written consent ("Consent"):

Signature Authority

IT IS RESOLVED: that Deonte J. Watters, Senior Contracts Specialist, Mythics, Inc. is hereby authorized to execute and deliver on behalf of the Corporation documents that consist of, and are limited to, Proposals and Responses to Customer Solicitations, Awards, Non-Disclosure and Confidentiality Agreements, and Representations and Certification Standard Forms required by the Corporation's customers and business partners in the ordinary course of the Corporations' business, and that such execution and delivery shall be conclusive evidence of approval by the Corporation;

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IT IS RESOLVED: that Lynn M. Brogis, Corporate Counsel for Emergent, LLC, a wholly owned subsidiary of Mythics, Inc. is hereby authorized to execute and deliver on behalf of Emergent, solicitations, proposals, contracts, awards, representation, certificates, and agreements on behalf of Emergent, as they are related to dealings with customers, business partners, and government agencies in the ordinary course of Emergent's business, and that such execution and delivery shall be conclusive evidence of approval by Emergent;

IT IS RESOLVED, that Cheryl A. Burns, Director of GSA Contracting for Mythics and Emergent, is hereby authorized to execute and deliver Modification requests to the General Services Administration (GSA") to modify the terms of the GSA Schedule contracts awarded to Mythics and Emergent respectively and such execution and delivery shall be conclusive evidence of approval by Mythics or Emergent;

2. Cross Indemnity

IT IS RESOLVED, that the Cross Corporate Guaranty executed by Richard Welborn on February 6, 2013 and delivered to Tech Data Corporation, is hereby ratified and confirmed as authorized and effective as on the date of execution by Mr. Welborn.

IT IS RESOLVED: This Consent in Writing shall be effective as of this day of March 2014.

DIRECTORS:

Robert S. LaRose

Geg Christensen

03/

Peter Sirh

Richard Welborn

great or

Dated as of March 14, 2014

Anguiano, Albaro

From: Carey, Tricia

Sent: Thursday, February 3, 2022 10:40 AM

To: Anguiano, Albaro

Subject: Fwd: Mythics Contract - Oracle Cloud Software

I guess just put this in the file.

Tricia

Begin forwarded message:

From: Joe Baraiolo < JBaraiolo@mythics.com>
Date: February 3, 2022 at 10:23:03 AM PST

To: "Carey, Tricia" <TCAREY@portla.org>, "Nguyen, Hoa" <HNguyen@portla.org>

Cc: "McEnroe, Emily" <EMcEnroe@portla.org>, Deonte Watters <DWatters@mythics.com>

Subject: RE: Mythics Contract - Oracle Cloud Software

CAUTION: External email.

Hi Tricia,

The corporate seal embosser is unavailable to the authorized signatory at this time due to remote working. Mythics respectfully requests POLA accept the notarized bid without the affixed corporate seal.

Thanks,

Joe Baraiolo | SaaS Product Representative: Strategic Markets West/Rockies | Mythics, Inc.

A Mythics Emergent Group Company
4525 Main Street, Suite 1500 | Virginia Beach, VA 23462
757-452-4741 (O) | 702-768-4091 (M) | 757-412-1060 (F) | jbaraiolo@mythics.com

From: Carey, Tricia <TCAREY@portla.org>
Sent: Thursday, February 3, 2022 11:58 AM

To: Joe Baraiolo <JBaraiolo@mythics.com>; Nguyen, Hoa <HNguyen@portla.org>

Cc: McEnroe, Emily < EMcEnroe@portla.org>

Subject: RE: Mythics Contract - Oracle Cloud Software

CAUTION: External email message. Look carefully at the sender's email address before clicking links, opening attachments or sharing information.

.....

Do you have a corporate seal? It was not affixed to the contract?

From: Joe Baraiolo < <u>JBaraiolo@mythics.com</u>>
Sent: Monday, January 31, 2022 1:06 PM
To: Nguyen, Hoa < <u>HNguyen@portla.org</u>>

Cc: McEnroe, Emily < EMcEnroe@portla.org>; Carey, Tricia < TCAREY@portla.org>

Subject: RE: Mythics Contract - Oracle Cloud Software

CAUTION: External email.

Hi Team,

Our legal team is working on these forms and I passed along the message to let them be aware that these forms may require wet signatures.

They have looked through the docs (as have I) and didn't see anything that mentioned a wet signature.

- 1. Can you confirm that these forms can be signed via e-signature?
- 2. I've also noticed that there are Attachments 2-4, is there an Attachment 1 as well?
- 3. If a wet signature is needed, do you want snail mail, or do you need the original sent overnight?

Thanks,

Joe Baraiolo | SaaS Product Representative: Strategic Markets West/Rockies | Mythics, Inc.

A Mythics Emergent Group Company
4525 Main Street, Suite 1500 | Virginia Beach, VA 23462
757-452-4741 (O) | 702-768-4091 (M) | 757-412-1060 (F) | ibaraiolo@mythics.com

From: Nguyen, Hoa < HNguyen@portla.org>
Sent: Friday, January 28, 2022 5:29 PM
To: Joe Baraiolo < JBaraiolo@mythics.com>
Cc: McEnroe, Emily < EMcEnroe@portla.org>

Subject: FW: Mythics Contract - Oracle Cloud Software

Importance: High

CAUTION: External email message. Look carefully at the sender's email address before clicking links, opening attachments or sharing information.

.....

Hi Joe,

Please see message from our C&P Director. Could you please complete these forms ASAP and have them signed off per instructions on the forms? Could we target these forms returned to us by COB Monday 1/28/2022 if possible?

Thanks, Hoa.

From: Carey, Tricia < TCAREY@portla.org>
Sent: Friday, January 28, 2022 2:22 PM
To: Nguyen, Hoa < HNguyen@portla.org>

Cc: Peredia, Ana < APeredia@portla.org>

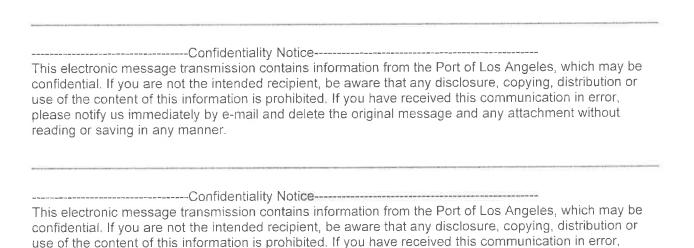
Subject: Mythics Contract

Please have them complete these attachments. Please let them know to pay close attention to the signature requirements on the contract so it doesn't get kicked back by the City Attorney. They can return the forms electronically and mail the contract to my address below or just mail everything together.

If you have any questions or want to make any changes, just let me know!

Tricia Carey
Director, Contracts and Purchasing
Port of Los Angeles
500 Pier A St.
Wilmington, CA 90744
310-732-7656

reading or saving in any manner.



please notify us immediately by e-mail and delete the original message and any attachment without