NOTICE OF AWARD OF CONTRACT

TO: Mythics, Inc.
1438 North Great Neck Road, Suite 201
Virginia Beach, VA 23454

DATE ISSUED:	June 19, 2017
AGREEMENT NO:	17-222-R
AGREEMENT TITLE:	Oracle Support Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective <u>Immediately</u>, and expires on <u>February 29, 2019</u>, subject to any modifications as provided for in the Contract Documents. This Agreement includes three (3) twelve (12) month renewal options from <u>February 23, 2019</u> to <u>February 22, 2022</u> ("Subsequent Contract Term").

The contract documents consist of the terms and conditions of Arlington County Rider Agreement <u>No. 17-222-R</u> dated June 19, 2017, and Virginia Information Technologies Agency (VITA) Contract No. VA-170139-MYTH, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:
1. REFER TO ARLINGTON COUNTY RIDER AGREEMENT NO. 17-222-R
2. SEE ATTACHMENT A (VITA CONTRACT NO. VA-170139-MYTH)

ATTACHMENT/S:
1. ARLINGTON COUNTY RIDER AGREEMENT NO. 17-222-R, DATED 06/19/2017
2. ATTACHMENT A (VITA CONTRACT NO. VA-170139-MYTH), DATED 11/28/2016

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEES SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Daniel Wasson

TELEPHONE NO.:	(757) 493-3015
EMAIL ADDRESS:	dwasson@mythics.com

COUNTY CONTACT: Elise Ostiguy

TELEPHONE NO.:	(703) 228-3347
EMAIL ADDRESS:	eostiguy@arlingtonva.us

CONTRACT AUTHORIZATION

_____
MICHAEL BEVIS
PURCHASING AGENT

6/19/17
DATE

DISTRIBUTION:

VENDOR:	1
BID FOLDER	2

ORIGINAL

C.R.

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON VA 22201

RIDER AGREEMENT NO. 17-222-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Mythics, Inc., 1439 North Great Neck Road, Suite 201, Virginia Beach, VA 23454 ("Contractor"), a Virginia Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Attachment A (Virginia Information Technologies Agency Contract No. VA-170130-MYTH) together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides, for support services only, a contract awarded to the Contractor by Virginia Information Technologies Agency (VITA) and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with VITA, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase Virginia Information Technologies Agency or VITA wherever that phrase [those phrases] appear(s) in the Contract Documents.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. This Rider Agreement prevails over any other terms only to the extend related to the County's Purchasing Resolution, which the parties agree creates the authority for the County to procure the support services from the Contractor.

2. CONTRACT TERM

The Contractor's provision of goods and/or services for the County ("Work") shall commence Immediately, and shall be completed no later than February 22, 2019 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods from February 23, 2019 to February 22, 2022 (each such period shall be referred to as a "Subsequent Contract Term").

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

4. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

5. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

6. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

7. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

8. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as

follows:

TO THE CONTRACTOR:
Daniel Wasson, Support Solutions Team Lead
Mythics, Inc.
1439 North Great Neck Road
Virginia Beach, Virginia 23454

TO THE COUNTY:
Elise Ostiguy, Project Officer
Arlington County, Virginia Department of Technology Services
2100 Clarendon Boulevard, Suite 610
Arlington, Virginia 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
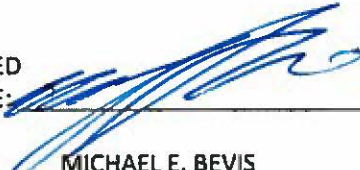Arlington, Virginia 22201

9. HEADINGS
The headings herein are for convenience and reference purposes only.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: _____

NAME: _____ MICHAEL E. BEVIS _____

TITLE: _____ PURCHASING AGENT _____

DATE: __ 6/19/17 __

MYTHICS, INC.

AUTHORIZED
SIGNATURE: _____

NAME: _____ Dale E. Darr

TITLE: _____ Vice President, Contracts

DATE: _____ 6/16/2017

Information Technology
SOFTWARE CONTRACT

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Mythics, Inc.

INFORMATION TECHNOLOGY SOFTWARE CONTRACT
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INFORMATION TECHNOLOGY SOFTWARE CONTRACT

THIS INFORMATION TECHNOLOGY SOFTWARE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (hereinafter referred to as "VITA"), and Mythics, Inc., a corporation headquartered at 1439 Great Neck Road, Suite 201, Virginia Beach, VA 23454, to be effective as of Contract Award Date ("Effective Date").

1. **PURPOSE AND SCOPE**
   This Contract sets forth the terms and conditions under which Supplier shall provide Oracle Software and related Services to the Authorized Users. By executing this Contract, the parties agree to be bound by the terms of the Software License and Services Agreement (Oracle SLSA"), entered into by and between VITA and Oracle, Inc., as of April 30, 2009, and as subsequently amended, modified and addended by the parties thereto, which Agreement is incorporated into this Contract as Exhibit B.

2. **DEFINITIONS**

   A. **Acceptance**
   Successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in the applicable Statement of Work or order, including completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work or order.

   B. **Agent**
   Any third party independent agent of any Authorized User.

   C. **Authorized Users**
   Except for telecommunications contracts, means all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 and §2.2-2012 of the Code of Virginia. Authorized Users shall include private institutions of higher education that are listed below:

   - Appalachian College of Pharmacy
   - Appalachian School of Law
   - Averett University
   - Bluefield College
   - Bridgewater College
   - Eastern Mennonite University
   - Emory & Henry College
   - Ferrum College
   - Hampden-Sydney College
   - Hampton University
   - Hollins University
   - Jefferson College of Health Sciences
   - Liberty University
   - Lynchburg College
   - Mary Baldwin University
   - Marymount University

- Randolph College
- Randolph-Macon College
- Roanoke College
- Shenandoah University
- Southern Virginia University
- Sweet Briar College
- University of Richmond
- Edward Via College of Osteopathic Medicine
- Virginia Union University
- Virginia Wesleyan College
- Washington and Lee University
- George Washington University (affiliate member)

D. Business Day/Hour
Normal operating hours for the Commonwealth of Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable order or Statement of Work, excluding Commonwealth-designated holidays.

E. Computer Virus
Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

F. Confidential Information
Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or SOW issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party or (iv) is identifiable or should be reasonably considered as protected health information; (v) any personally identifiable information, including information about VITA's employees, contractors, and customers, that is protected by statute or other applicable law.

G. Deliverable
The tangible embodiment of the work performed or Services, Maintenance Services, Licensed Services, Solution, Component, Software, plans, reports, data, Product, Supplier Product and Updates provided by the Supplier in fulfilling its obligations under the Contract or as identified in the applicable Statement of Work or order, including the development or creation of Work Product, if Work Product is authorized under the Contract.

H. Desktop Productivity Software
Commercial Off-The-Shelf software (COTS) general in nature, not broad enterprise applications, which can be purchased and used immediately "as is," without modification, in the same form in which it was sold in the commercial marketplace. Standard options are not considered modifications.

I. Documentation
Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow any Authorized User and its Agents or Application Users to make productive use of the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, and to implement and develop self-sufficiency with regard to the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, provided by Supplier in fulfilling its obligations under the Contract or as may be specified in any Statement of Work or order issued hereunder.

J. Electronic Self-Help
Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any Statement of Work or order placed hereunder.

K. Maintenance Coverage Period (MCP)
The term during which Maintenance is to be provided for a unit of Software or Product.

L. Maintenance Level
The defined parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in an Exhibit hereto or as defined in any Statement of Work or order issued hereunder. The actual Maintenance Level for a unit of Software or Product shall be set forth in the executed order or Statement of Work for Maintenance of that Software or Product referencing this Contract.

M. Maintenance Services (or "Maintenance" or "Software Maintenance")
If authorized by the Contract, means those services, preventive and remedial, provided or performed by Supplier under the Contract or for an Authorized User in order to ensure continued operation of the Software or Product, including Software Updates. Maintenance Services shall include support services. Software Maintenance Services may include the development of Work Product, if so authorized in the Contract.

N. Party
Supplier, VITA or any Authorized User.

O. Receipt
An Authorized User or its Agent has physically received or has unfettered access to any Deliverable at the correct "ship-to" location.

P. Requirements
The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product, Software, Solution, Component, Service(s), Application and Licensed Services and Deliverables, as authorized by the Contract and/or as set forth in Exhibit C Pricing and/or the applicable Statement of Work or order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

Q. Services
Any work performed or service provided by Supplier in fulfilling its obligations under the Contract or, as applicable, any Statement of Work or order issued under the Contract, including design, and development of software and modifications, software updates, solution, products, implementation, installation, maintenance, support, testing, training, or other provision to the Authorized User of any Deliverable described in the applicable Statement of Work or order, as authorized by the Contract scope. As permitted by the scope of the Contract, may include the discovery, creation, or development of Work Product, if any. If Work Product is authorized, refer

to definition for Work Product. For details about the work and services to be provided by Supplier under this Contract, see Exhibit C. This definition does not include Licensed Services.

R. Software

If Software is authorized under the Contract, means the programs and code provided by Supplier under the Contract or any order or SOW issued hereunder as a component(s) of any Deliverable or Component of any Solution, and any subsequent modification of such programs and code, excluding Work Product. For COTS (boxed) software, means the programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit X or as described on Supplier's US and International price lists in effect at time of Authorized User's placement of order or Statement of Work. For Software Maintenance contracts Software also includes the programs and code provided by Supplier under the Contact or any order or SOW issued hereunder in the form of Software Updates.

S. Software Publisher

If Software is authorized under the Contract, means the licensor of the Software, other than Supplier, provided by Supplier under this Contract.

T. Statement of Work (SOW)

Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to an Authorized User), which, upon signing by both Parties, shall be deemed a part of the Contract.

U. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

V. Update

As applicable, any update, modification or new release of the Software, System Software, Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

W. Work Product

No Work Product is authorized under this Contract.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. The parties may mutually agree to extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period by signing a written modification thirty (30) days prior to the expiration of any current term. In addition, performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all contractual terms and conditions required for the operation of such order or SOW shall remain in full force and effect until all of Supplier's obligations pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience
VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach or Default
VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds
All payment obligations from public bodies under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order or SOW, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination
Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Deliverables accepted by the Authorized User or Services, including as applicable, Licensed Services and Maintenance Services, rendered by Supplier and accepted by the Authorized User prior to the termination date.

F. Termination by Supplier

"In the event of a change to the distribution agreement between Mythics and Oracle, changes to the license definitions and rules and/or changes to the Global Price Lists, Mythics may submit such changes as Oracle requires under Oracle's distribution agreement in writing to VITA for review. VITA shall have thirty (30) days to accept or reject those changes. In the VITA accepts the new terms and conditions, VITA shall notify Mythics in writing of such acceptance and the parties will execute an Amendment to the Contract to incorporate such changes. If the VITA rejects the proposed changes or fails to respond to Mythics' request within thirty (30) days of receiving notice from Mythics, Mythics may terminate this Contract."

G. Transition of Services
Prior to or upon expiration or termination of this Contract and at the request of VITA or any Authorized User, Supplier shall provide all assistance as VITA or such Authorized User may

reasonably require to transition the Supplier's contractual obligations, or any portion thereof, as requested by VITA or such Authorized User, to any other supplier with whom VITA or such Authorized User contracts for provision of same. This obligation may extend beyond expiration or termination of the Contract for a period of time (i.e., three (3) months, six (6) months, twelve (12) months or as required and defined by VITA or such Authorized User (herein referred to as "Transition Period"). If this Contract includes Supplier's provision of licensed products, Supplier agrees that, without the expressed prior consent of VITA or such Authorized User, no action will be taken by Supplier to restrict or terminate the use of such licensed products after the date of expiration or termination of the Contract and/or during any Transition Period in which Supplier is contractually committed to work with VITA or any Authorized User. VITA or any Authorized User agree to pay for any additional maintenance or licensing fees during any Transition Period at the hourly rate or a charge agreed upon by Supplier and VITA or such Authorized User. Supplier must provide all reasonable transition assistance requested by VITA or such Authorized User to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to VITA or any Authorized User. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. Further, any period of transition will not affect VITA's or any Authorized User's rights in regards to any purchased Software Perpetual Licenses which are paid in full.

H. Contract Kick-Off Meeting
Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

I. Contract Closeout
Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Subcontracting Certification of Compliance, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel
Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order or SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security,

information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision
Supplier acknowledges that Supplier or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Supplier personnel. Neither VITA nor an Authorized User shall have any such responsibilities for Supplier or subcontractor personnel.

C. Key Personnel
An order or SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable order or SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable order or SOW.

D. Subcontractors
Supplier shall not use subcontractors to perform its contractual obligations under the Contract or any order or SOW issued thereunder unless specifically authorized in writing to do so by the Authorized User. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

If Supplier subcontracts the provision of any performance obligation under this Contract to any other party, Supplier will (i) act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors shall perform in accordance with the warranties set forth in this Contract.

5. NEW TECHNOLOGY

A. Access to New Technology
Supplier will bring to VITA's attention any new products or services within the scope of the Contract that it believes will be of interest to VITA and will work to develop proposals for the provision of any such products or services as VITA requests.

B. New Service Offerings Not Available from Supplier
If new or replacement product or service offerings become available to VITA under the scope of the Contract, and cannot be competitively provided by the Supplier, VITA may purchase such new or replacement products or services from a third party, and Supplier will reasonably assist VITA to migrate to such products or services, if VITA elects to use such new or replacement product or service offerings.

If VITA elects to acquire new products or services as described in the above paragraph and such services replace existing Supplier-provided services, discount tiers and any commitments (as applicable per the Contract) will be reduced to reflect reductions in purchases of the replaced products or services.

6. SOFTWARE LICENSE

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution of higher education which is listed at: http://www.cicv.org/Our-Colleges/Profiles.aspx, the license shall be held by that private institution. In the event that a private institution of higher education is listed on the above URL but said private institution of higher education does not appear on the list of Authorized Users in Section 2.C herein, such private institution of higher education shall not be an Authorized User unless and until the Parties mutually agree to a modification of Section 2.C.

7. GENERAL WARRANTY

Supplier warrants and represents to VITA that Supplier will fulfill its contractual obligations and meet all needed requirements as described in Exhibit A as follows:

A. Ownership

The relevant portion(s), that are specific to this heading area, of Exhibit B - Oracle-VITA Software License and Services Agreement, VA-991150-OC, as amended, modified and addended, shall govern.

B. Limited Warranty

The relevant portion(s), that are specific to this heading area, of Exhibit B - Oracle-VITA Software License and Services Agreement, VA-991150-OC, as amended, modified and addended, shall govern.

C. Performance Warranty

The relevant portion(s), that are specific to this heading area, of Exhibit B - Oracle-VITA Software License and Services Agreement, VA-991150-OC, as amended, modified and addended, shall govern.

D. Documentation and Deliverables

The relevant portion(s), that are specific to this heading area, of Exhibit B - Oracle-VITA Software License and Services Agreement, VA-991150-OC, as amended, modified and addended, shall govern.

E. Malicious Code

The relevant portion(s), that are specific to this heading area, of Exhibit B - Oracle-VITA Software License and Services Agreement, VA-991150-OC, as amended, modified and addended, shall govern.

F. Open Source

The relevant portion(s), that are specific to this heading area, of Exhibit B - Oracle-VITA Software License and Services Agreement, VA-991150-OC, as amended, modified and addended, shall govern.

G. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

H. Supplier's Past Experience

Supplier warrants that it has met similar contractual obligations and fulfilled the Requirements as set forth in Exhibit A and in this Contract, in similar or greater complexity, to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

8. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Supplier's performance obligations and any additional products and services provided hereunder to an Authorized User in accordance with the scope of this Contract and the Requirements, as authorized by Exhibit A, and per the Authorized User's order or SOW, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit C, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). Any such change in price shall be submitted in writing to VITA and to the Authorized User if such change impacts any SOW or order and in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Ordering

==Oracle products may not be acquired under the contract unless a current and valid End User License Agreement is incorporated into the contract==. Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license, or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order or placed by an Authorized User through the eVA electronic procurement website portal (http://www.eva.virginia.gov/). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

i. Purchase Order (PO): An official PO form issued by an Authorized User.

ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders or SOWs for the contractual offerings and Requirements available under the scope of this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order or SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order or SOW are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER OR SOW PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

C. Reimbursement of Expenses

If allowable pursuant to an Authorized User's Statement of Work, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty

(30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance in the Statement of Work and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/, or a successor URL(s)). Authorized Users who are not public bodies may have their own per diem amounts applicable to Supplier's pre-approved travel expenses.

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US$30.00.

D. **Statement of Work**
An SOW, in the format provided in Exhibit D, shall be required for any orders placed by an Authorized User pursuant to this Contract. Supplier shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit C herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. In furtherance of compliance, invoicing, and auditing requirements, for time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

Any change to an SOW must be described in a written change request (template provided as Exhibit E). Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

E. **Supplier Quote and Request for Quote**
Authorized Users must use a Request for Quote (RFQ) process to solutions, products and/or services pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. In an RFQ, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which shall include (a) a detailed description of each product or service proposed, including such product and services components, at the Exhibit C line item level, (b) the quantity of each such component, (c) the contract price, (d) any additional percentage discount offered, (e) an extended price, and (f) the VITA contract number. If requested by the Authorized User, Supplier's quote shall also include a proposal describing the approach Supplier plans to take in developing, implementing, and maintaining its offering for the Authorized User. Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ. [If only one contract is to be awarded add:] Supplier's failure to respond to an RFQ may be deemed a default of this Contract.

F. **Invoice Procedures**
Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Supplier's performance obligations have been accepted and in accordance with the milestone

payment schedule, if any, in the applicable order or SOW. Payment for any support services, as authorized in the Contract and the Authorized User's applicable order or SOW, shall be annually in arrears unless otherwise stated herein, or in any order or SOW referencing this Contract. No invoice shall include any costs other than those identified in the executed order or SOW, which costs shall be in accordance with Exhibit C. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit C, or as noted in any executed order or SOW referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

   i.   Dates/periods that invoice covers, including any service or subscription periods, as applicable.

   ii.   Line item description of the Deliverable(s), Product(s), Software, Hardware, Services, Solution and Solution Components, Maintenance Services, and/or Licensed Services, as applicable to this Contract, including components thereof or service type, and, if applicable, the project milestone.

   iii. Quantity, charge and extended pricing for each line item

   iv.   Applicable order and/or SOW date

   v.   This Contract number and the applicable order number and/or SOW number

   vi.   Supplier's Federal Employer Identification Number (FEIN)

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

G. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until all Supplier's performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW, or until after services have been rendered. Charges for Deliverables, components or services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

9. REPORTING

Supplier is required to submit to VITA the following monthly reports:

   i.   Report of Sales; and

   ii.   Small Business Procurement and Subcontracting Report

These reports must be submitted using the instructions and further detailed requirements and templates found at the following URL: http://www.vita.virginia.gov/scm/default.aspx?id=97. Suppliers are encouraged to review the site periodically for updates on Supplier reporting requirements and methods.

As required by Executive Order 20 (2014) in addition to the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA at the time the final invoice is sent to the Authorized User, a SWaM Subcontracting Certification of Compliance certifying that Supplier has fully complied with the Contract's Supplier Procurement and Subcontracting Plan ("Plan"), originally submitted with Supplier's Proposal. If Supplier has not fully complied, meaning there is any variance between the proposed and contractually bound Plan and the actual subcontractor spend by Supplier, the SWaM Subcontracting Certification of Compliance must include a written explanation of any variances between the Plan and the actual participation. Further, VITA may require Supplier to submit on a scheduled basis (monthly, quarterly, or other frequency) a SWaM Subcontracting Certification of Compliance detailing Supplier's compliance or variance to-date, along with any variance explanation. All submitted SWaM Subcontracting Certifications of Compliance shall be certified and signed by Supplier's contractually authorized representative.

The Supplier's SWaM Subcontracting Certifications of Compliance shall be maintained by VITA in the procurement file. Should Supplier fail to comply with its contractually obligated Plan spend or fail to report its contractually obligated Plan spend, VITA may, at its sole discretion, prohibit or delay any renewals or extensions of the Contract, and/or may withhold any final payments due. Supplier's failure to comply shall be considered in the prospective award of any future contracts with Supplier.

Failure to comply with all reporting and other requirements in this Section may result in default of the Contract.

Supplier shall report sales and pay to VITA the following monthly fees in accordance with instructions described on the Supplier Reporting webpage located at: http://www.vita.virginia.gov/scm/default.aspx?id=97. The Sales Reporting System (SRS)used to report and submit your monthly sales data will include these fees and percentages:

- IFA: 2% of monthly sales

- Administrative: 0% of monthly sales

- Rebate: 0% of monthly sales

- Other (Name): 0% of monthly sales

10. TRAINING AND DOCUMENTATION

A. Training
Supplier shall provide personnel sufficiently experienced and qualified to conduct such training at a time and location (physical or online) mutually agreeable to Supplier and Authorized User. Available additional and optional training, and applicable pricing and discounts, are described in Exhibit C.

B. Documentation
Supplier shall deliver to Authorized User one (1), or such number as agreed upon between the parties under an order or SOW, complete soft copies via electronic means (email, URL link, CD, etc.) of all Documentation applicable to Supplier's Deliverable provided to Authorized User, or as requested by such Authorized User. Should Supplier revise or replace the Documentation, or should Documentation be modified to reflect Updates, Supplier shall deliver to the Authorized User such updated or replacement Documentation, in the same quantity and media format as originally requested by such Authorized User, or as agreed upon between the parties. Any Authorized User shall have the right, as part of any license grant, to make as many additional copies of the Documentation, in whole or in part, for its own use, as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications, fixes or updates made by Supplier. Any Authorized User shall have the right, as part of the license granted by Supplier, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the licensed application or software and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

11. AUTHORIZED USER SELF-SUFFICIENCY
Prior to or at any time during Supplier's performance of an order or SOW issued pursuant to this Contract, an Authorized User may require that Supplier provide to Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management to Authorized User or its Agent, which Agent may be VITA, or an agent of VITA, or a third party provider under contract with Authorized User. At Authorized User's request and pursuant to an order or SOW for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop Authorized User's self-sufficiency in operating and managing the Solution,

Software, Products and/or Services that Supplier provided to Authorized User under the applicable order or SOW. During and/or after the transition period, Authorized User may, at its sole discretion, elect to order or continue Maintenance Services from Supplier, if authorized under the scope of the Contract, for any of the Software or hardware Product, components or Solution Components delivered to Authorized User by Supplier.

12. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any Commonwealth of Virginia government customer of Supplier. If Supplier enters into any arrangements with another Commonwealth of Virginia customer of Supplier or with an Authorized User to provide the products and services available under this Contract, under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

13. INDEMNIFICATION AND LIABILITY

The relevant portion(s), that are specific to this heading area, of Exhibit B - Oracle-VITA Software License and Services Agreement, VA-991150-OC, as amended, modified and addended, shall govern.

14. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry:

Errors and omissions insurance coverage in the amount of $2,000,000 per occurrence.

15. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at: (https://www.vita.virginia.gov/library/default.aspx?id=537) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract. Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law. Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties

(whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

16. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order or SOW, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order or SOW. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

17. GENERAL PROVISIONS

A. Relationship between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, (including, but not limited to, any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: https://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/StatutorilyMandatedTsandCs.pdf

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at https://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/eVATsandCs.pdf are also incorporated by reference.

The then-current terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

Notwithstanding the above, the extent to which an Oracle product (hardware or software program) is, at the time of delivery, capable of providing comparable access to individuals with disabilities is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT) available at www.oracle.com/us/corporate/accessibility, provided that such Oracle product is used in accordance with the applicable Oracle program and hardware documentation and that any assistive technologies and any other products used with the Oracle product properly interoperate with the Oracle product. The VPAT indicates the degree of conformance with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"). In the event that Section 508 is revised over the life of this Agreement, the VPAT will indicate the applicable version. The VPAT also lists the degree of conformance with the Web Content Accessibility Guidelines (WCAG). In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. Oracle makes no representations regarding the accessibility status of any product identified as "third party."

C. **Compliance with the Federal Lobbying Act**
Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as an exhibit to this Contract.

D. **Governing Law**
This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. **Dispute Resolution**
In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

i. To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.

ii. To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

Any provisions of this Contract regarding Software License, Rights To Work Product, Warranty, Escrow, Confidentiality, Content Privacy and Security, Liability, Indemnification, Transition of Services, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order or SOW affected by such postponement or delay.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Contract or any SOWs or orders issued there under. VITA's right to audit shall be limited as follows:

i.   Three (3) years from end date of the Contract;

ii. Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

iii. Excludes access to Supplier cost information. In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

Q. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A - Requirements
Exhibit B - Oracle-VITA Software License and Services Agreement, VA-090506-OC
Exhibit C – Pricing
Exhibit D - Statement of Work (SOW) Template
Exhibit E - Change Order Template
Exhibit F - Service Level Agreements (SLAs)
Exhibit G - Certification Regarding Lobbying
Exhibit H - Supplier Procurement and Subcontracting Plan

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Exhibit C, any individual SOW.
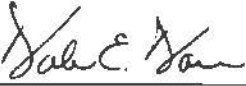
An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

MYTHICS, INC.   VITA

By: _____   By: _____
         (Signature)   (Signature)

Name: ___Dale E. Darr___   Name: ___Nelson P Moe___
         (Print)   (Print)

Email: _Contracts@Mythics.com_

Title: __Vice President, Contracts__   Title: __CIO__

Date: __21 February 2017__   Date: __2/21/17__

Address for Notice: Address for Notice:

__1439 N. Great Neck Road__   __11751 Meadowville Lane__

__Virginia Beach, VA 23454__   __Chester, VA 23636__

Attention: __Contracts__   Attention: Contract Administrator

EXHIBIT A – REQUIREMENTS

EXHIBIT B – ORACLE VITA SOFTWARE AND SERVICES AGREEMENT VA-991150-OC

EXHIBIT C - PRICING

EXHIBIT D – STATEMENT OF WORK TEMPLATE

EXHIBIT E – CHANGE ORDER TEMPLATE

EXHIBIT A - Functional and Technical Requirements

A. Product Specifications and Standards

	Requirements	A	B
1.	Will your solution be able to sell to all locations of all public bodies in the entire Commonwealth of Virginia?	Y	Yes. Mythics has many existing relationships with public bodies in the Commonwealth of Virginia as many of them are current Mythics customers. As a trusted Oracle partner in the Commonwealth we will be able to quickly educate and communicate the advantages of utilizing the VITA contract for all of their Oracle purchases.
2.	Is your firm an authorized agent to sell Oracle software? If yes, provide the contact information of the Oracle representative who will be able to confirm that your firm is an authorized agent to sell Oracle software.	Y	Yes, as an Oracle Certified Platinum Partner, a General Services Administration (GSA) schedule holder, a certified Oracle Value Added Reseller (VAR), and Oracle's largest North America's partner in the public sector for all Oracle products, Mythics is an authorized agent to sell Oracle software and services. Oracle representative contact information: Brenda Peak | Government Resell Programs Manager Public Sector Channels Phone: 703-364-2153 Fax: 703-364-2153 Mobile: 252-626-6317 1910 Oracle Way | Reston, VA 20190
3.	Will your solution be incorporating subcontractors or alliances? Please provide the details of your plan.	Y	Yes, Oracle Consulting Services (OCS) and Oracle Advanced Customer Services (ACS). To supplement our Consulting team Mythics has identified M&S Consulting, LLC and Axis Global Enterprises as SWaM partners under this contract. M&S Consulting, LLC is a Small Disadvantaged Woman Owned Company headquartered in Morgantown, West Virginia. M&S has over 14 years of experience in the commercial and federal markets providing full lifecycle Information Technology (IT) and Business Process Management (BPM) solutions that meet customer requirements, are implemented properly, and thoroughly tested prior to delivery. M&S delivers success throughout the technology stack while implementing industry-leading COTS and cloud products, building customized software solutions, designing database and data integration, implementing robust infrastructure architectures, and tying it all together with middleware solutions. Axis Global Enterprises (dba ASI Security) is an Oracle Silver Partner and a leading provider of Integrated Security Technology for Government. ASI Security has experience working with government, law and military operations at the local, state and national levels. The president, Ross Vierra, is a disabled veteran and Axis Global Enterprises dba ASI Security is a veteran-owned business. Axis Global Enterprises understands how to

work within the government sector and keep projects on time and on budget.

Mythics will utilize M&S Consulting, LLC and Axis Global Enterprises to supplement our W2 staff for a minimum of 15% of the total services provided under this contract. Additionally, over the term of the contract and if approved by the Commonwealth, Mythics will look to utilize additional SWaM participation from local Commonwealth organizations. As these SWaM relationships are developed, Mythics will continue to provide the technical and project management oversight needed to ensure successful interaction and support with the Commonwealth.

As the prime on the contract, Mythics will provide technical oversight and project management to ensure our subcontractors provide the level of service Mythics demands. Our Project Manager will be the main POC for any project and interact between the sub and the client. Our PMs are fully empowered to assist the technical resources executing on the projects to get the job done right the first time. If, however, there are issues or challenges that arise due to our subcontractor, requiring escalation beyond the PM, there are several paths that may be followed:

• Organizational reach-back: Mythics has a deep team of industry and Oracle experts

o Technical – the PM has reach-back capabilities into both our consulting organization's Technical Services competency groups as well as our overall organizational Enterprise Architecture team. Within the Technical Services groups, we have teams of engineers across a wide variety of Oracle disciplines, including Engineered Systems/Core Technology, Fusion Middleware, Analytics, Applications, and Identity Management & Security. These teams can provide additional guidance, mentoring, and trouble-shooting capabilities to bear as needed. The Enterprise Architecture group brings seasoned Oracle veterans who can architect highly complex long-term vision and roadmaps for our clients.

o Operational – the first path of escalation is through the Mythics organization reporting hierarchy, starting with the Operations Directors (OD). The OD has overall delivery responsibility for all programs that fall within the business vertical and can support the PM to get the resources necessary to correct the discrepancy. The OD will engage with the Vertical Manager if additional escalations/authorizations are needed in order to resolve the problem. If necessary, further escalations the President of Mythics Consulting can be done to ensure client satisfaction.

Finally, Mythics is ISO 9001:2008 compliant. This quality management certification and standard demonstrates our organization's

	Requirements	A	B
			commitment to quality assurance, control and management.
4.	VITA encourages Suppliers to develop a catalog website that *interfaces* with eVA. Can your company produce a punch-out catalog website? Refer to: http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm Please provide either screen shots or a link to serve as an example.	Y	Mythics understands the technical requirements and can produce a punch-out catalog website to interface with eVA. However, due to the complexities of buying Oracle software and given the number of products, add-ons and variations in licensing policies and options, we do not feel punch-out catalogs are in the best interest of the Commonwealth to ensure compliance with Oracle's Licensing Policies. For Example: The Oracle Store only lists 212 available products for purchase on-line, out of the thousands of products Oracle offers. In contrast, Mythics has over 2500 Oracle products listed on our GSA Schedule. Providing a punch-out catalogue for a product list similar to GSA would not only be extremely cumbersome to maintain, but also present possible problems if customers are unfamiliar with meeting minimum licensing requirements, prerequisite products and other licensing policies dictated by Oracle.
5.	Will your solution have a catalog website up, functioning and interfacing with eVA within 30 days of contract award?	Y	While Mythics can produce a punch-out catalogue if required by VITA and have it interfacing with eVA within 30 days of contract award, our preference if acceptable by VITA will not include one. As stated in the previous section, A. 4, due to the complexities of buying Oracle software including licensing policies, hardware models, multi-core factor tables, options, add-ons etc., we do not feel that a punch-out catalog would be in the best interest of the Commonwealth to ensure compliance to Oracle's licensing policies. It is important to note that the Price Lists covered by the VITA contact include thousands of different product/metric combinations, that Oracle does not provide these pricelists in a standard format (CSV/XLS), and that these price lists can change monthly. Therefore, in order to protect VITA, the Commonwealth, and Mythics from potential compliance violations, ordering End of Life Products, not meeting Oracle license minimums or pre-requisites, Mythics would request for VITA to provide a listing of the specific products that they would like added to the catalog and schedule a time to review the licensing policies of those products with VITA and the Commonwealth before any products are added to a catalog.
6.	Will your solution have a dedicated account management team? Please provide details.	Y	As an Oracle only partner, all of the teams supporting this contract will be located within the Commonwealth and focused on the success of this contract. If awarded this contract, we will have a single, vested interest in ensuring this contract is successful. Since our company focuses solely on Oracle, resources will not be shared between multiple software manufacturers diluting the focus of this contract. Furthermore, to best manage the business under the contract, we will employ a three-pronged approach to support all aspects of the Commonwealth's requirements, which includes: • VITA Program Management Office

	Requirements	A	B
			• Mythics' License Orchestrator 2.1 • VITA focused marketing strategy
7.	Will your solution market and promote this contract to schools, universities, local and state agencies, and other Authorized Users? Please provide marketing plan and examples of marketing tools.	Y	Our goal is to effectively promote and position the Oracle VITA contract as the preferred vehicle for acquiring Oracle technology in the State of Virginia. As a Virginia Corporation, we value VITA as a strategic relationship and look forward to continued success with the new Oracle Software and Services agreement for the State of Virginia. Our strategy is comprised of many of the same elements we used to establish ourselves as the incumbent provider to the current VITA Oracle Software and Services contract. We will promote the contract throughout the State of Virginia to eligible VITA customers (schools, universities, local and state agencies and other authorized users) by employing programs that communicate the benefits of the new contract's enhanced scope, updated procedures for requesting quotes and placing orders, new pricing, as well as any new terms and conditions. Complementing our promotion of the new contract is the continued development and execution of Oracle-focused marketing programs and demand generation activities tailored to eligible VITA customers. Our strategy is implemented through our existing VITA Program Management Organization (PMO), headed by Chris Brown and reporting directly to our Vice President of State and Local Sales, Doug Altamura. Our VITA PMO combines an experienced program and contract management team, a Virginia sales team dedicated to selling only Oracle solutions to eligible VITA customers, and a consulting organization with over 100 in-house employees (a majority of whom own PMP and/or Oracle certifications)—supported by a marketing engine and an efficient finance and accounting group. Elements of the Mythics VITA Contract Marketing Plan • **Formal Press Release and Promotion** via Mythics News (mythics.com/news). In support of the VITA contract, Mythics will issue a formal press release (with VITA approval and Oracle Corporate PR approval and additional promotion) to the US News one newswire via PR Newswire. These announcements offer high visibility and are archived on our own news site to help promote the new contract. • **Direct Email and Call Campaigns**. As a sales and marketing organization, Mythics will contact existing and potential customers to promote the contract and available Oracle technologies, as well as how to request quotes and submit orders. • **Dedicated VITA Web Contract Portal and Social Media Support**. Mythics will provide a custom contract-landing page on our web properties in support of the new contract – including ordering guides and links to sales professionals, technologists, and other program support staff contact

information. Consistent social media promotion will be provided through Twitter, Facebook, and LinkedIn to increase awareness and contract adoption.

- **Virtual Technology Webinars**. Mythics develops and hosts over 25 virtual technology webinars each year as a service to existing and prospective customers. Previous webinars offered to VITA professionals include such topics as Building Private Database Clouds, Process Automation Leveraging the Oracle Process Cloud, Migrating to WebLogic 11g, Reducing TCO with the ZFS Storage Appliance, Introducing Oracle Database 12c, and Oracle Exadata and Higher Education Applications. Contract promotion will be included as a part of each webinar.

- **Live Oracle Technology Days and Workshops**. Mythics will continue to demonstrate Oracle Technology and promote the VITA contract through on-site workshops custom tailored to specific market segments within the State of Virginia. Previous examples include our Norfolk and Richmond Tech Event series featuring perspectives on how Virginia IT professionals can transform their agencies to meet increasing public demands using Oracle technology and an annual Virginia Best of Open World event that brings a summary of Oracle Open World in San Francisco – highlighting major announcements, products launches and solution news.

- **Access to High Profile Oracle Technologists**. Mythics will provide Virginia IT professionals access to respected Oracle technologists who we often integrate into our live events through our unique deep Oracle product management, and Oracle technology vision leadership connections and relationships.

- **Promoting the Oracle VITA Contract at Oracle's Open World**. Mythics annually invests in a significant show room floor presence on the main floor of Moscone Center South at Oracle Open World in San Francisco; CA. Oracle Open World is the largest global Oracle tradeshow attracting 100,000+ customers and partners. Mythics takes this opportunity to showcase our full service capabilities, promotion of new solutions, and promotion of new or updated contracts such as VITA.

Internal Contract Promotion

Mythics educates our entire national sales force upon award of a new contract. Through dedicated "Sales Enablement" trainings, our sales force internalizes the corporate value of the contract, its value to the customer base it serves, the value it brings to Oracle, and its value to the sponsoring agency. Topics include a detailed review of the contract terms and conditions, scope, operations, as well as how and

	Requirements	A	B
			where to best position the contract for maximum use.
			In support of the training and to maximize retention, we build summary contract collateral and reference material in .pdf and web formats as sales tools for the national sales team and designed to be shared with existing and potential customers. Contract collateral content includes: • Contract Title, Contract Number and Formal Description • Summary Overview of the Contract • Contract Scope and Offering (Products and Services) • Detailed Contact Information and Special Considerations • Mythics Contract Executive Sponsor and Program Manager • Support Staff contact information
8.	Will your solution provide product incentives, credits and or rebate programs? Please provide details.	Y	Mythics will pass on any manufactures product incentives, credits and/or rebates. In addition, Mythics can and will provide training and consulting incentives throughout the year.
9.	Will you solution provide additional discounts on software maintenance? Please describe.	Y	Yes. Oracle Support is calculated at 22% of net Perpetual License fees. Many larger, strategic Oracle solution acquisitions warrant extended concessions when a customer maximizes their buying power. Mythics specializes in Oracle products and support and knows how to navigate Oracle's complicated ordering processes, approvals, and contracts group better than any other Oracle partner. Any increased, non-standard discounts offered to authorized users of this contract for licenses would also get the same discount on the first year of support thus saving more money. Support Renewal pricing after the first year, if the same amount of licenses is supported, is based on the previous year's cost plus an uplift (see Exhibit A – discount schedule). Therefore, the discount in the first year is extremely important to the total cost of ownership for approved contract user.

B. License Inventory

	Requirements	A	B
1.	Will your Solution provide inventory reports, on request, to users detailing products that have been placed in any	Y	Mythics License Orchestrator 2.1, the tool which Mythics provides to customers that need to track purchases and inventories, has been in use for over 8 years and has been used to track the purchases of several large Oracle customers, including one of the largest Oracle customers in the world. This US Government customer uses Mythics License Orchestrator 2.1 to track over 1.7 Million licenses bought or

	of their locations? Please provide examples, with emphasis on existing or previous customers, where license inventory has been provided.		supported each year. To support this customer Mythics has made significant improvements to the tool over the past year and would leverage the new version of the tool in support of this instance of the VITA contract. Mythics License Orchestrator 2.1 version 2.1 has been integrated directly with the Sales Order Management tools used by Mythics to process all Hardware, License, Services, and Education purchases made by Mythics' customers, including purchases made through the VITA contract. This integration allows users to report on the following:
			
			• Completed Purchases of Licenses and Hardware
			
			• Completed Purchases of Services
			
			• Completed Purchases of Support Renewals
			
			• In-Transit Hardware Order Tracking (ie Estimated Shipping Dates, Support IDs and Serial Numbers, etc)
			
			• Open Orders for which pricing has been provided to the customer but the purchase has not yet been completed. It is important to note that this report can be combined with Closed Purchase data in order to determine if the purchases will breach a contract ceiling if one exists.
			
			• Inventory of Products Owned
			
			    o Mythics provides Inventory data based on data from Support Renewals purchased through the VITA contract and new purchases made during the VITA contract.
			
			    o If a customer would like to include in the inventory reports Oracle licenses not purchased or supported through the VITA contract this data can be uploaded by Mythics and included in the reports, but only if the customer provides the data to Mythics in the appropriate format.

2.	Will your solution provide inventory records that can be imported, and exported, in "CSV" or other standard file format? Please describe and provide examples.	Y	All reports within the Mythics License Orchestrator 2.1 tool can be downloaded into CSV/XLS. If the Commonwealth would prefer different file formats, our PMO office of this contract will work with the Commonwealth to provide different options and layouts.
3.	Will your Solution provide for Commonwealth ownership of all license inventory data? Please describe.	Y	As the current contract holder, Mythics has compiled all of the purchases made under this contract and they are currently available within License Orchestrator 2.1. This information includes the ordering agency, products purchased and other information the Commonwealth may find valuable. While this information is a good representation of the complete license inventory for many customers, Oracle licenses purchased prior to this contract may not be in the system currently. However, when Mythics engages with a customer, we are

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		A	B
			able to work with them to try and identify all of their current Oracle licensing through open discussions and their current Oracle support renewal information. As the contract progresses, the data we are able to add to License Orchestrator 2.1 and the Commonwealth will create a more accurate inventory for the Commonwealth. All data within the Mythics License Orchestrator 2.1 tool is allowed be downloaded into CSV/XLS at any time within the Period of Performance of the VITA contract.
4.	Will your solution offer any additional license tracking and inventory management services that would be an added value to the Commonwealth? Please describe and provide examples.	Y	License Orchestrator 2.1 is a dynamic and customizable tool we offer our customers. Currently the tool was used to support the license purchases made under the current contract. However, this tool can be customized for the Commonwealth to track support renewal expiration dates, services burndown, shelved licenses or even hardware information. By working with the Commonwealth we can identify what additional value customers will want to see in License Orchestrator 2.1 and customize the tool and reports as necessary.

C. Related Services

	Requirements	A	B
1.	Will your Solution have a customer support program? Please describe your firm's ability to keep users informed of new products, changes in technology, advanced specification documentation and other market information.	Y	Mythics has had consistent year over year growth and sustained success, due to the extraordinary effort the organization puts into "customer delight" and customer service support excellence. Our goal at Mythics is provide all users of the VITA contract the best experience possible, on every engagement – an experience rooted in personalized service, clear communication, cost effective solutions and complete delivery on all our commitments. This support team is lead by our VITA Program Management Organization (PMO), headed by Chris Brown and reporting directly to our Vice President of State and Local Sales, Doug Altamura. Our VITA PMO combines an experienced program and contract management team, a Virginia sales team dedicated to selling only Oracle solutions to eligible VITA customers, and a consulting organization with over 100 in-house employees (a majority of whom own PMP and/or Oracle certifications)—supported by a marketing engine and an efficient finance and accounting group. Elements of the Mythics Customer Support Plan: • **Newsletter, Email Communication and Virtual and Live Events Promotion**. Mythics leverages the Oracle Marketing Cloud to deliver consistent and timely communications, including Corporate Newsletters, New Oracle Product Launch Email Announcements, New Mythics and Oracle Solution Announcements and Virtual and Live Events promotions.

			• **Mythics License Orchestrator 2.1.** Mythics License Orchestrator 2.1 can be customized for the Commonwealth to provide quick links to valuable Oracle information such as Program Documentation, Oracle Support, eDelivery which is where customers can download Oracle software, technical information and data sheets on new or existing products. • **Mythics Marketing and Technology Events.** Mythics also hosts a number of marketing events that include webinars and technology days that help keep our customers informed of the latest products and new features. As a current contract holder, Mythics has completed over 80 events in and available to the Commonwealth. If awarded, Mythics plans to continue with this volume of marketing events within the Commonwealth since it provides a forum for keeping our customers up to date on the latest Oracle product offerings.
2.	Will your solution provide software related services, including, but not limited to, Oracle University training, and any additional services that would be an added value to the Commonwealth? Please provide detail on how this will be accomplished.	Y	**Training** Oracle University training will be available as offered in the Oracle University online catalog at education.oracle.com. Training is available as Training On Demand, Live Virtual, Instructor Led in a physical Oracle classroom, Private Event and subscription based. The registrations and managements of classes will be handled by the Mythics Oracle training sales representative in collaboration with end user. Vendor-provided training will be available, should there be a need to do so, outside of the ability of Oracle University. Our Training Specialist engages the State's contract users in developing training plans to meet their specific goals and/or needs and designs curriculums drawing from one or more of the following formats: • Instructor-Led Training. Classroom Training (ILT) formats enable students to learn and interact with instructors and students in a traditional classroom setting. Oracle education centers offer effective in-class instruction and realistic exercises in a workshop setting. From demonstrations to hands-on labs, classroom training provides a comprehensive, yet personalized learning experience. • Live Virtual Class. An online Live Virtual Class (LVC) delivers training comparable to a traditional classroom setting—without requiring expensive travel. Collaborative technology, top-rated instructors, cutting-edge curriculum, and hands-on labs, LVC offer an exciting combination of traditional content and interactive online learning. This flexible option provides the freedom to learn anywhere—at any time. • Self-Study Course. Self-Study Courses (SSCs) enable students to train at their own pace via electronic downloads that cover a wide array of Oracle products, services, and related topics. Many SSCs have the same content as the instructor-led training—while others offer specialized content. SSCs are an ideal way to train if students cannot attend class or prefer to learn on their own. They are also a good solution for any large group that needs to address disparate

learning styles, dramatically reduce training costs, and maximize each user's learning experience. SSCs, however, do not fulfill hands-on requirements for certifications.

• Training on Demand. Training on Demand (TOD) offers courses via an Internet connection twenty-four hours a day, seven days a week. TODs are recorded sessions with full course content. Students can access lectures, white boarding and lab activities—with the ability to search video, pause or rewind. TODs are excellent resources for students who are on the go or do not have time for classroom training.

• Private Events. Private events enable our customers to keep travel to a minimum. Tailored to unique customer requirements, a private event is a targeted, flexible, efficient, and cost-effective approach to team training—and can even take place at customer locations or at an Oracle education center. Private events maximize the learning experience and suit the specific needs of implementation teams, IT departments, or other technology groups.

• Learning Streams. Learning Streams offer access to hundreds of content-appropriate videos, accessible any time.

• Learning Subscriptions. Learning Subscriptions provide all available digital access for a particular topic. This content is available to the user for one year and will include any new information that is created within that time period.

• Unlimited Learning Subscriptions. Unlimited Learning Subscriptions offer the user any digital training on any subject for a full year. All videos and streams are included with these subscriptions.

Once a course is selected—or an entire curriculum is defined—our Training Specialist develops an accurate quote for the Account Manager to send to the customer. Registration of the classes is handled by our Oracle Training Specialist, who will also manage changes to the scheduled classes. Should appropriate classes not be available, the Training Specialist will work to find a solution. This may involve, but is not limited to, a request to have classes added to the schedule or the arrangement of a content-specific webinar with technical specialists.

Arranging for Training and Other Technical Assistance to be Provided

Upon receipt of a customer purchase order, Mythics arranges for— and, in some instances, registers— our customersfor Oracle Training generally through one of the three following options:

- Option 1. Mythics purchases a specific class for the end user with the funds provided in the purchase order. Mythics registers the student for desired class(es). Mythics communicates all information concerning the class to the student
- Option 2. Mythics establishes an internal education account, from   which classes can be registered. As the end user requests classes, Mythics extracts the purchase amount from the internal account. Mythics maintains a daily running

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			balance of available funds—accessible by the user at any time • Option 3. Mythics purchases private events for the end user. Mythics facilitates the design and coordination of private events with the trainer and the end user. Upon completion of each class, Mythics invoices the State. **Consulting Services** Mythics can provide all OEM and supplier (non OEM) related services that would fall under this contract. Mythics has dedicated practice areas with W2's but there are certain areas where we rely on our partnership with Oracle to provide services in those specific areas. In those instances, we will lean on Oracle to provide services backed by our Mythics Project Management approach. At an additional cost Mythics can provide Managed Services. Mythics Managed Support Services (MMSS) was established as a line of business for Mythics in November, 2008. It was created to offer customers Managed Support Services for their Oracle infrastructure needs, 24X7X365. Our objectives are to help add a level of infrastructure and application support to compliment or replace a customer's onsite support team. Our services portfolio has expanded to include operating systems, custom applications, Oracle Fusion Middleware, and Oracle Engineered Systems. Members of Mythics Managed Support Service team that will be supporting clients are experienced with Oracle Maximum Availability Architecture (RAC, Grid, and Dataguard). The Managed Support Services team is further supported by the entire Mythics Enterprise Architecture and Infrastructure consulting practice area team at Mythics. Mythics will use a remote team of Oracle experts to support clients during the term of this contract. The Managed Support Services team will focus on daily infrastructure support activities, resolution of trouble tickets and open issues, and to augment the clients core onsite team. Mythics uses only Oracle adopted "Best Practices" in accomplishing its ongoing managed services work combined with ISO 9001:2008 quality management processes.
3.	Will your Solution respond to an order within one (1) business hour? Please provide detail on how this will be accomplished.	Y	Yes, Mythics will respond in the timeframe requested for each order/quote. Mythics proposed solution will provide a Request for Quote link on the License Orchestrator 2.1 homepage. Once an organization fills the required form, an email will be sent to the Mythics Program Management Team for immediate action as well as to the quote requester confirming receipt. The Mythics Program Management Team works in tandem with various support teams, such as Accounting, Contracts, and Order Administration, to promptly review and draft ordering documents in the timeframe requested. Furthermore, Mythics will then coordinate directly with the requesting agency to navigate through the various complexities of buying Oracle software and services to ensure proper licensing compliance.
4.	Will your solution have an in-house order tracking system that can be	Y	Yes, Mythics License Orchestrator 2.1 is a robust, hosted, web-based asset management tool that will allow the Commonwealth and all public bodies purchasing Oracle products through Mythics access to efficiently track their orders 24 x7. While VITA will have the ability to

	accessed 24 x7 by a user? Please provide details.		track all in process, completed and historical orders, an individual public body may also request a login to the application in order to view their own orders. This application is hosted in a secure facility with redundant power and network sources and has been equipped with sensors that alert administrators if an interruption occurs which will allow the system to meet all reasonable availability requests. Furthermore, this portal will include access to Oracle Licenses, Oracle Support, Oracle Training, and Consulting Services. All of this information will be loaded into License Orchestrator 2.1 and we will verify the accuracy of the data in License Orchestrator 2.1 to data provided by the Commonwealth and all public bodies.
5.	Will your solution provide additional reports that would be an added value to the Commonwealth? Please describe and provide examples.	Y	Mythics License Orchestrator 2.1 includes an ad-hoc reporting tool that can search all purchases by any field (ie. Customer Support ID, Product, Metric, Point of Contact, Purchase Date, Support Expiration Date, Purchase Order Number, etc.) The Commonwealth can also utilize a services and training burndown report which enables customers to track the value left for delivery of a service or training credit purchased.

Response Time	Provide a Standard Product Quote to a Commonwealth of Virginia Agency within 5 business days from request	Monthly	95%	NA	$500
System Availability	Mythics License Orchestrator Available to the Commonwealth during Standard Business Hours of 9 am to 5 pm	Monthly	95%	NA	$500

Additionally, on the following pages we have included information with respect to SLAs for the following services:

- Oracle Software Technical Support Policies

- Mythics Managed Support Services (additional cost)

- Oracle Advanced Customer Services (additional cost)

Oracle Software Technical Support Policies
Effective Date: 11-July-2016

4. Oracle Technical Support Levels

Software Update License & Support

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week. Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition," except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. ("Community Edition refers to MySQL licensed under the GPL license.)
- For Oracle VM VirtualBox Enterprise, Software Update License & Support (SULS) is limited to the platforms specified here. SULS is not available for Oracle VM VirtualBox Enterprise features noted as experimental; such features are specified in the Oracle VM VirtualBox User Manual located here
- Access to Platinum Services as described at http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf
- Until July 1, 2016, remote program updates and patch installation assistance for DIVA programs during normal business hours
- Non-technical customer service during normal business hours

Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs) consists of:

- The Software Update License & Support described above
- 24x7 access to Oracle Unbreakable Linux Network

- Hardware Certification[1]
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at http://linux.oracle.com/backport-schedule.html

Notes:
1. Hardware certification will be provided for the first six (6) years from the data a release of the Oracle Linux program becomes generally available. After six (6) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Limited Software Update License & Support is available for the Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal,Trace), InForm, and LabPas). The limited Software Update License & Support consists of:
- Program updates, fixes, security alerts and critical patch updates
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link: http://www.oracle.com/us/support/contact/health-sciences-license-support/index.html
- Non-technical customer service during normal business hours

Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program. Unless otherwise stated in this section, supported program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.
- Access to Platinum Services as described at http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf
- Non-technical customer service during normal business hours

Extended Support does not include:
- Certification with new third party products/versions

Extended Support for Java SE - Java SE program releases eligible for Extended Support will receive Java SE Support limited to the following:
- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support for Oracle Linux – Extended Support is not available for the Oracle Linux programs.

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Sustaining Support

Sustaining Support will be available after Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited. Unless otherwise stated in this section, program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during Premier Support and Extended Support (if offered and only after the Extended Support period ends)
- Tax, legal, and regulatory updates (availability may vary by country and/or program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade scripts (availability may vary by program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week,
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.
- Non-technical customer service during normal business hours

Sustaining Support does not include:
- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Oracle Linux - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to patches, fixes, and security alerts created during the Premier Support period

Sustaining Support for the Oracle Linux programs does not include:
- Access to new patches, fixes, and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

Sustaining Support for Java SE - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:
- Minor updates and bug and security fixes created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade tools created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week

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- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Java SE program releases does not include:
- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Nimbula – Nimbula program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:
- Access to existing program updates and fixes only (i.e., new program updates and fixes will not be provided)
- Assistance with service requests during normal business hours.
- Ability to log service requests via the following email: Nimbula-Support_WW@oracle.com
- Non-technical customer service during normal business hours

Sustaining Support for the Nimbula program releases does not include:
- Access to new program updates and fixes
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

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Mythics Managed Support Services SLAs

Mythics Managed Support Services (MMSS) was established as a line of business for Mythics in November, 2008. It was created to offer customers Managed Support Services for their Oracle infrastructure needs, 24X7X365. Our objectives are to help add a level of infrastructure and application support to compliment or replace a customer's onsite support team. Our services portfolio has expanded to include operating systems, custom applications, Oracle Fusion Middleware, and Oracle Engineered Systems. Members of Mythics Managed Support Service team that will be supporting clients are experienced with Oracle Maximum Availability Architecture (RAC, Grid, and Dataguard). The Managed Support Services team is further supported by the entire Mythics Enterprise Architecture and Infrastructure consulting practice area team at Mythics. Mythics will use a remote team of Oracle experts to support clients during the term of this contract. The Managed Support Services team will focus on daily infrastructure support activities, resolution of trouble tickets and open issues, and to augment the clients core onsite team. Mythics uses only Oracle adopted "Best Practices" in accomplishing its ongoing managed services work combined with ISO 9001:2008 quality management processes.

Please Note: The below SLA's are not covered under this proposal. Mythics Managed Services are provided at an additional cost with a formal scoping and Statement of Work.

Establishment of Severity Levels

Severity level is a means of assessing and documenting the impact of the loss of functionality to a Managed Support Services customer and the impact to their business. The severity level gives restoration or repair priority to problems causing the greatest impact to Client business systems. Reasonable efforts will be made to respond to the issue per the following guidelines. The Mythics' standard severity level breakout is described in the section below:

Severity Level	Description	Examples	Response Time
1 - Critical Business Impact	• The Client's major application or mission critical system in production is stopped or so severely impacted that they cannot reasonably continue work • The Client's personnel must be made available in and reasonably cooperate with Mythics to resolve the issues	• System hang or crash situations • Data loss or data corruption • Critical functionality not available	20 minutes
2 - Significant Business Impact	• The Client's production use of Oracle products in a primary business service where major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions • The hardware / software may be operating but is severely restricted	• Database error or failure forcing a restart or recovery • Severely degraded performance • Functionality unavailable but the system is able to operate in a restricted fashion	60 minutes
3 - Minimal Business Impact	• Solution components and features unavailable but a workaround exists and the majority of software functions are still usable	• Error message with workaround • Minimal performance degradation • Incorrect product	4 Hours

		behavior with minor impact	
	• Minor function/feature failure that the customer can easily circumvent or avoid • The client's work has minor loss of operational functionality	• Oracle functionality or configuration issue during implementation • Issues in Development / Test environment	
4 - Nominal Business Impact	• Minor problems or a specific question that does not affect the hardware/software function such as How-To's, documentation, general questions, or enhancement requests • There is no impact to product usage or customer's operations	• General requests for advice on usage • Clarification on product documentation or release notes • Product enhancement request	8 hours

ORACLE ADVANCED CUSTOMER SERVICES (ADVANCED MONITORING AND RESOLUTION)

Oracle Advanced Customer Services (Advanced Monitoring and Resolution)

Please Note: The below SLA's are not covered under this proposal. Oracle's Advanced Monitoring and Resolution Services are provided at an additional cost with a formal scoping and Statement of Work.

Service Level	Service Level Target	Credit Criteria
Portal Availability Service Level Credit	The Portal will be available 99.0% of time in a calendar month.	1. Portal Availability % 95.0% - < 99.0% 2. Portal Availability % 90.0% - < 95.0% 3. Portal Availability % < 90.0%
Incident Notification Service Level Credit	Response Time^2: less than 15 minutes.	Per occurrence when response time is greater than 15 minutes
Storage Management Service Level Credit	Response Time^3: less than 4 hours.	Per occurrence when response time is greater than 4 hours.

Other.

1. AM&R Service Level Agreements.

    a. Portal Availability Service Level Agreement.

        i. Oracle will use commercially reasonable efforts to attain Portal availability 99.0% of the time in a calendar month. In the event the Portal is available less than 99.0% of the time in a calendar month, you may request to receive a credit in accordance with the Annual Service Fee Credit

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Table as set forth in section 14 of the ordering document (a "Portal Availability Service Level Credit").

ii. Upon you or your client's request, the TAM will provide a report of the Portal's availability for the previous calendar month.

b. Incident Notification Service Level Agreement.

i. Oracle will use commercially reasonable efforts to notify your client within 15 minutes of the occurrence of a Severity 1 and Severity 2 Incident. In the event that notification time exceeds 15 minutes, you may request to receive a credit in accordance with the Annual Service Fee Credit Table set forth as set forth in section 14 of the ordering document (an "Incident Notification Service Level Credit").

ii. Upon your client's request, the TAM will provide your client Incident Notification response time reports through the Portal for the previous calendar month.

iii. Oracle shall not be responsible for, and you shall not be entitled to receive, an Incident Notification Service Level Credit if the Incident(s) results from you, your client, or your third-party vendor's modification of a Configuration Item identified in the AM&R OPE that did not follow the Change Management process.

c. Storage Management Service Level Agreement.

i. Oracle will use commercially reasonable efforts to respond to an emergency Change request to increase storage (provisioning), decrease storage (de-provisioning), or re-allocate storage (re-provisioning) within 4 hours of your submission of the emergency Change request in the Portal (each, an "Emergency Change Request"). In the event that response time exceeds 4 hours, you may request to receive a credit in accordance with the Annual Service Fee Credit Table set forth as set forth in section 14 of the ordering document ("Storage Management Service Level Credit"). The Storage Management Service Level Agreement applies to configured storage (not raw) and is dependent upon your provision of an adequate amount of preconfigured storage space.

ii. Upon your request, the TAM will provide you with a response time report for storage Emergency Change Requests for the previous calendar month.

EXHIBIT H – SUPPLIER PROCUREMENT AND SUBCONTRACTING PLAN

EXHIBIT B

AMENDMENT FIVE
TO THE
SOFTWARE LICENSE AND SERVICE AGREEMENT
BETWEEN
THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
ORACLE AMERICA, INC.

This Amendment Five ("Amendment") to the Software License and Services Agreement effective April 30, 2009 as amended, modified and addended ("Agreement," also referenced as "VITA Contract No. VA-090506-OC," or "US-MASTER-11362414-30-APR-09") between the **Virginia Information Technologies Agency** ("VITA") and **Oracle America, Inc.**, as successor in interest to Oracle USA, Inc. ("Oracle"), shall amend the Agreement as described herein. If and to the extent any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The Agreement is hereby modified as follows:

1. **Term.** The term of the Agreement shall be extended to August 29, 2017 ("amendment term"). However, the Oracle License Definitions and Rules shall be updated annually. After the expiration of the amendment term, the Agreement may be renewed on an annual basis for up to two (2) additional one-year terms upon the mutual agreement of the parties.

2. **License Definitions and Rules.** Until August 30, 2016, the Oracle License Definition and Rules, v012014 (attached hereto as Attachment 1) shall apply to all licenses and technical support services acquired pursuant to the terms of this Amendment.

3. **Attachments.** The following Attachments are incorporated into the Agreement:

   Attachment 1: Oracle License Definition and Rules, v012014

Except as provided herein, the terms and conditions of the Agreement remain unchanged and in full force and effect.

The Effective Date of this Amendment shall be ___Aug 6, 2014___.

ORACLE AMERICA, INC.	VIRGINIA INFORMATION TECHNOLOGIES AGENCY
BY: *Clinton Cole*	BY: *Doug Crenshaw*
Clinton Cole (Aug 6 2014)	
NAME: Clinton Cole	NAME: Doug Crenshaw
TITLE: Contracts Manager	TITLE: VITA Strategic Sourcing Manager
DATE: Aug 6, 2014	DATE: Aug 6, 2014

VITA Am5 - c.cole

Attachment 1

Oracle License Definition and Rules, v012014

[Please see attached]

VITA Am5 - c.cole

ORACLE

License Definitions and Rules

<u>Definitions and License Metrics</u>

$M Annual Transaction Volume: is defined as one million U.S. Dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

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

$M in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application Developed: is defined as a software program developed by You that operates on smart-phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses. For the purpose of the Oracle Financial Services Operational Risk Solution program, employees who are just contributing information to the program via the applicable user interface shall not be counted as application users.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses, regardless of whether the individual is actively using the programs at any given time.

Brand: is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the program (measured explicitly in the program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless you acquire additional CRF Page licenses from Oracle.

Chassis: is defined as a physical enclosure containing hardware. For the purposes of the following programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the chassis (a) that contain networking hardware and (b) that are managed by the program must be counted for the purpose of determining the number of licenses required.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within

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your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

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

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

$M Cost of Goods Sold: is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

CPU: is defined as a chip that contains a collection of one or more cores on which the program is running. Regardless of the number of cores, each chip counts as 1 CPU.

Custom Suite User: is defined as an individual authorized by you to use the application programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time.

Customer: is defined as the customer entity specified on your order. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such accounts.

Oracle Customer Data & Device Retention Service: is defined as a service for which the description may be found in the Technical Support Policies section (Oracle Hardware and Systems Support Policies) at www.oracle.com/contracts and which is incorporated by reference.

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

Developer User / Developer/ Developer Seat: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the programs and documentation.

Disk Drive: is defined as a spinning media device that stores data accessed by the Oracle Exadata Storage Server Software program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external

EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs.

Employee for HCM: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. Employees for HCM may only use the licensed programs with Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name.

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Enterprise Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these program licenses is determined by the number of Enterprise FTE Students. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise FTE Students as of such date.

Enterprise Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program. The value of these program licenses is determined by the number of Enterprise Trainees. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Trainees as of such date.

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Enterprise $M in Cost of Goods Sold: Enterprise $M Cost of Goods Sold is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these program licenses is determined by the amount of Enterprise $M Cost of Goods Sold. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Cost of Goods Sold as of the effective date of your order. If at any time the amount of Enterprise $M Cost of Goods Sold exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M Cost of Goods Sold as of such date.

Enterprise $M in Freight Under Management: $M Freight Under Management is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid). The value of these program licenses is determined by the amount of Enterprise $M Freight Under Management. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Freight Under Management as of the effective date of your order. If at any time the amount of Enterprise $M Freight Under Management exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Freight Under Management. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M Freight Under Management as of such date.

Enterprise $M in Operating Budget: is defined as one million U.S. Dollars of your gross budget reflected in an audited statement from your external accounting firm. The value of these program licenses is determined by the amount of Enterprise $M in Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Operating Budget as of the effective date of your order. If at any time the amount of Enterprise $M in Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Operating Budget. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M in Operating Budget as of such date.

Enterprise $M in Revenue: Enterprise $M in Revenue is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year. The value of these program licenses is determined by the amount of Enterprise $M in Revenue. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Revenue as of the effective date of your order. If at any time the amount of Enterprise $M in Revenue exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Revenue. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M in Revenue as of such date.

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

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

$M Freight Under Management: is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight

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purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

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

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

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

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

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when you order the relevant product or service. The list price will be reduced by applying the discount specified to you by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date your order is accepted by Oracle, and you must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which you acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

$M in Managed Assets: is defined as one million U.S. Dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

Managed Resource: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the programs at any given time. In addition, your employees, contractors, partners and any other individual or entity managed by the programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

Member Record: is defined as each unique customer loyalty program Member Record managed by the program. 100K Member Records shall mean one hundred thousand Member Records.

Module: is defined as each production database running the programs.

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Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / programs) users (individuals) that the program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If you obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then you must also purchase a subscription license for all of such servers for which you have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, you may renew your subscription, if available, at the then current fees for the applicable subscription. If you choose not to renew your subscription, your right to use the program(s) will terminate and you must de-install all applications, tools, and binaries provided to you under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If you do not renew a subscription, you will not receive any updates-(including patches or subsequent versions) and you may also be subject to reinstatement fees if you later choose to reactivate your subscription.

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

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

With respect to the following programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database and Load Testing Suite for Oracle Applications, each emulated human

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user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

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

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

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

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

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

For the purposes of the following programs: Oracle Mobile Client Runtime and Application Development Framework Mobile, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

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

Order Line: is defined as the total number of order entry line items processed by the program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless you acquire additional Order Line licenses from Oracle.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the programs are installed.

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

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

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

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

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For the purposes of the following program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

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

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

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

For the purposes of the following program: Oracle GoldenGate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which you capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purposes of the following program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the program is running for indexing content in configured content sources as long as the foregoing is the only use of the program on all the processors installed in a given server.

1,000,000 Queries Per Day: is defined as one million queries to the MDEX engine, including but not limited to: text searches; changes to facet (refinement); page up/down through results (any text box query, change in facet selection, change in results viewed), from midnight to the next midnight (e.g., a day).

$M in Revenue: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

$M Revenue Under Management: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year for the product lines for which the programs are used.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

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

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

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For the purposes of the Case Hub program a record is defined as the total number of unique case database records stored in the Case Hub program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub program.

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

For the purposes of the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub programs.

For the purposes of the Life Sciences Customer Hub program, a record is defined as the number of unique customer database records stored in such program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub program.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator program.

Registered User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Registered Users shall be business partners and/or customers and shall not be your employees.

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

For the purposes of the following program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Endeca Experience Manager, requests at the Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g., ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: WebCenter Sites for Oracle ATG Web Commerce, requests to the WebCenter Sites or Webcenter Sites Satellite Server programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required

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

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RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from Oracle.

1,000 Sites: is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

Socket: is defined as a slot that houses a chip (or a multi-chip module) that contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris programs), for the term specified in the ordering document. "Oracle Solaris programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris programs may contain third party technology. Oracle may provide certain notices to you in program documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to you under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.
This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at http://www.sun.com/bigadmin/hcl. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, you may renew your subscription, if available, at the then current fees for this subscription.

If your order specifies "1 – 4 socket server" then you may only use the subscription on a server with not more than 4 sockets. If your order specifies "5+ socket server" then you may use the subscription for servers with any number of sockets.

Subscriber: is defined as (a) a working telephone number for all wireline devices, (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

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Sun Ray Device: is defined as the Sun Ray computer on which the program is running.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

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

Technical Support *{This definition is also in the OLSA- this section may be deleted from this document if the definitions are kept with the OLSA}*
For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at http://oracle.com/contracts.

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

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

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

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

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$B in Total Assets: is defined as one billion U.S. dollars of your latest published or internally available "Total Asset Value" as disclosed in your annual report and/or regulatory filings.

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

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

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

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the product documentation.

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device. that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

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

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

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

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Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at http://www.oracle.com/corporate/pricing/pricelists.html, includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

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

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

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- With respect to the Java SE Advanced and Java SE Suite programs, you may not create, modify, or change the behavior of, or authorize your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at http://oracle.com/contracts. Additional copyright notices and license terms applicable to portions of the programs are set forth at http://oracle.com/contracts.
- Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs For a list of excluded programs please review the Applications Licensing

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Table, which may be accessed at http://oracle.com/contracts. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Foundation for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.
- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.
- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define

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

- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications

- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.

- Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.

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

- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.

- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs may only be used to access data from the Hyperion Planning Plus program. The Oracle Data Integrator – Target Database program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.

- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.

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

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Cloud File System	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor

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CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
Enterprise Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Event-Driven Architecture Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor
WebCenter Suite Plus	10 Named Users Plus per Processor
WebCenter Portal	10 Named Users Plus per Processor
WebCenter Content	10 Named Users Plus per Processor
WebCenter Sites	10 Named Users Plus per Processor
WebCenter Sites Satellite Server	10 Named Users Plus per Processor
WebCenter Universal Content Management	10 Named Users Plus per Processor
WebCenter Imaging	10 Named Users Plus per Processor
WebCenter Forms Recognition	10 Named Users Plus per Processor
WebCenter Enterprise Capture	10 Named Users Plus per Processor
WebCenter Distributed Capture	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
On Track Communication Standard Edition	10 Named Users Plus per Processor
On Track Communication Enterprise Edition	10 Named Users Plus per Processor
Enterprise Gateway for Access Management	10 Named Users Plus per Processor
Beehive Enterprise Messaging Server	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one-processor machine that allows for a maximum of one user per program.

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

If licensing by Named User Plus, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed; in that case the number of cores used to determine the number of licensed processors for the programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated program listed in Column B. Associated programs are those programs being used in conjunction with the program in Column A.

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

	Integrator and Application Adapter for Data Integration, or Oracle Data Integrator Enterprise Edition for Oracle Applications
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management

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

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

<u>Licensing Rules for ATG Applications</u>
- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
- The Oracle ATG Web Commerce Business Intelligence program and the Oracle ATG Web Commerce Business Intelligence Administrator program may only be used in conjunction with either the Oracle ATG Web Commerce program and/or the Oracle ATG Web Knowledge Manager program. You may, however, expand your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce program or in the Oracle ATG Knowledge Manager program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

<u>Licensing Rules for JD Edwards Applications</u>
- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
- The programs include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the programs. The programs may also contain other third party products.
- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at http://oracle.com/contracts for additional information.
- The Foundation program contains the development foundation environment/toolkit. You understand and acknowledge that any software program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE

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- The Oracle Technology Foundation for JD Edwards EnterpriseOne and the Oracle Technology Foundation for JD Edwards EnterpriseOne Upgrade programs each include a limited use license for Oracle Database Standard Edition. The database may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. The database may be installed on an unlimited number of processors. If you require features and functions beyond those included with the Oracle Database Standard Edition, or if you require use of Oracle Database beyond your JD Edwards EnterpriseOne implementation, you may purchase a non-limited use license by contracting directly with Oracle or one of its authorized distributors.

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

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

  The development tools included with these programs may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE JD EDWARDS ENTERPRISE ONE PROGRAM WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.
- The Technology Foundation and Technology Foundation Upgrade programs each include the following "IBM Components": IBM DB2 Universal Database, IBM WebSphere Application Server and IBM WebSphere Portal (as contained in Collaborative Portal). IBM Components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. You may obtain a general license for any of the IBM Components by contracting directly with IBM or one of its authorized distributors. The development tools included in this program may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite Applications
- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.

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- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

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

Licensing Rules for Primavera Applications
- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement delivered to you with these programs, and not the end user license agreement contained in the product installation, governs the end user's use of these programs

Clinton Cole
E-signed 2014-08-06 12:22PM PDT
clinton.d.cole@oracle.com
Contracts Manager

Doug Crenshaw
E-signed 2014-08-06 05:08PM PDT
doug.crenshaw@vita.virginia.gov
VITA Strategic Sourcing
Manager

- For the purposes of the following programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

<u>Licensing Rules for Siebel Applications</u>
- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
- For the Siebel Branch Teller Services program, Siebel Internet Banking Services program, Siebel Retail Finance Foundation Services program and the Siebel Financial Transactions Workbench program, you may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the program documentation, all in accordance with the program documentation, and provided that such materials or modified materials shall be used solely with your licensed use of such programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the programs, ancillary programs, program documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes you to use the program on only one Computer for a maximum of 20 Concurrent Users at any given time.
- The Siebel Marketing Server program is licensed on a Computer basis together with the number of unique Customer Records that you may access using the program.
- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that you may access using the program together with the number of Brands that you may manage using the program.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users.
- The users or processors of the Siebel Web Channel program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the programs that is defined in the Siebel Tools program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

<u>Licensing Rules for Programs Licensed per UPK Module</u>
- Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that you have a valid license for the underlying program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by you using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by you solely for your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to you concerning your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in this agreement. Application and Employee User(s) of UPK programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

<u>Licensing Rules for MySQL Programs</u>
- The MySQL programs may contain third party technology. Oracle may provide certain notices to you in program documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation,

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VITA Strategic Sourcing
Manager

"readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

Clinton Cole
E-signed 2014-08-06 12:22PM PDT
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Contracts Manager

Doug Crenshaw
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VITA Strategic Sourcing
Manager

AMENDMENT FOUR
TO THE
SOFTWARE LICENSE AND SERVICE AGREEMENT
BETWEEN
THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
ORACLE AMERICA, INC.

This Amendment Four ("Amendment") to the Software License and Services Agreement effective April 30, 2009 as amended, modified and addended ("Agreement," also referenced as "VITA Contract No. VA-090506-OC," or "US-MASTER-11362414-30-APR-09") between the **Virginia Information Technologies Agency** ("VITA") and **Oracle America, Inc.**, as successor in interest to Oracle USA, Inc. ("Oracle"), shall amend the Agreement as described herein. If and to the extent any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The Agreement is hereby modified as follows:

1. **Term.** The term of the Agreement shall be extended to August 29, 2014.

Except as provided herein, the terms and conditions of the Agreement remain unchanged and in full force and effect.

The Effective Date of this Amendment shall be ___Jul 21, 2014___.

ORACLE AMERICA, INC.

BY: _Clinton Cole_____

NAME: Clinton Cole

TITLE: Contracts Manager

DATE: Jul 21, 2014

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

BY: _Doug Crenshaw_____

NAME: Doug Crenshaw

TITLE: Vita Sourcing Manager

DATE: Jul 21, 2014

VITA Am4 - c.cole

Doug Crenshaw
E-signed 2014-07-21 11:51AM PDT
doug.crenshaw@vita.virginia.gov
Vita Sourcing Manager

✔ Document Integrity Verified   EchoSign Transaction Number XBVNF326HXK6H73

Clinton Cole
E-signed 2014-07-21 12:00PM PDT
clinton.d.cole@oracle.com
Contracts Manager

✔ Document Integrity Verified   EchoSign Transaction Number XBVNF69U7347K4G

AMENDMENT THREE
TO THE
SOFTWARE LICENSE AND SERVICE AGREEMENT
BETWEEN
THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
ORACLE AMERICA, INC.

This Amendment Three ("Amendment") to the Software License and Services Agreement effective April 30, 2009 as amended, modified and addended ("Agreement," also referenced as "VITA Contract No. VA-090506-OC," or "US-MASTER-11362414-30-APR-09") between the **Virginia Information Technologies Agency** ("VITA") and **Oracle America, Inc.**, as successor in interest to Oracle USA, Inc. ("Oracle"), shall amend the Agreement as described herein. If and to the extent any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The Agreement is hereby modified as follows:

1. **Term.** The term of the Agreement shall be extended to July 22, 2014.

Except as provided herein, the terms and conditions of the Agreement remain unchanged and in full force and effect.

The Effective Date of this Amendment shall be __May 22, 2014_____.

ORACLE AMERICA, INC.

BY: _~Barbara J Smith~_ —

NAME: Barbara Smith

TITLE: Contracts Administrator

DATE: May 22, 2014

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

BY: _Douglas Crenshaw_
Douglas Crenshaw (May 22, 2014)

NAME: Douglas Crenshaw

TITLE: VITA rcing Manager

DATE: May 22, 2014

VITA Am3 - b.smith

Douglas Crenshaw
E-signed 2014-05-22 12:36PM PDT
doug.crenshaw@vita.virginia.gov
VITA rcing Manager

Barbara Smith
E-signed 2014-05-22 12:37PM PDT
barbara.j.smith@oracle.com
Contracts Administrator

EchoSign Transaction Number: X9KB3D67AA2I27F

AMENDMENT TWO
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY AND ORACLE AMERICA, INC.

This document ("Amendment Two") amends the Software License and Services Agreement between the Virginia Information Technologies Agency ("you") and Oracle America, Inc. ("Oracle"), dated April 30, 2009, as amended ("Agreement"). The Agreement is also referred to as VITA Contract VA-090506-OC and the Oracle Contract US-MASTER-11362414-30-APR-09. You and Oracle agree to amend the Agreement as follows:

The parties hereby agree that, as of February 15, 2010, Oracle America, Inc. become the successor in interest to Oracle USA, Inc. Therefore, all references in the Agreement to "Oracle USA, Inc." shall now be references to "Oracle America, Inc." Oracle America, Inc.'s federal tax identification number is: 94-2805249.

The foregoing is the complete and final expression of the parties' amendment of the Agreement and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

The effective date of this Amendment One is the later date set forth with the signatures below.

ORACLE AMERICA, INC.

BY: _Brenda Peak_

NAME: _Brenda Peak_

TITLE: _Contracts Mgr_

DATE: _July 19, 2010_

VIRGINIA INFORMATION
TECHNOLOGIES AGENCY

BY: _Day Crenshaw_

NAME: _Day Crenshaw_

TITLE: _Vita Strategic Sourcing mgr_

DATE: _7/23/10_

AMENDMENT ONE
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY AND ORACLE USA, INC.

This document ("Amendment One") amends the Software License and Services Agreement between the Virginia Information Technologies Agency ("you"; "your") and Oracle USA, Inc. ("Oracle"), dated April 30, 2009 ("Agreement"). You and Oracle agree to amend the Agreement as follows:

1. Insert the following as a new paragraph 10 in **Section O (Other)**:

   "The parties agree that authorized Oracle resellers and distributors (hereinafter jointly referred to as "Resellers") may reference the Agreement for the purposes of: (i) responding to an Authorized Contract User's Request for Proposal, Invitation to Bid or similar competitive solicitation and (ii) selling Programs or Services to Authorized Contract Users. The parties further agree that whenever a Reseller references the Agreement, the Reseller shall be (in particular, but without limitation) solely liable for the reporting and fee obligations set forth in Section P, paragraphs 1, 2, and 3 for any orders it places or accepts under the Agreement. You understand that the Resellers are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any of the Resellers."

2. Delete the definition of "Learning Credits" from **Section Q (License Definitions and Rules)**.

Except as provided herein, the terms and conditions of the Agreement remain in full force and effect.

The effective date of this Amendment One is the later date set forth with the signatures below.

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

Authorized Signature: _Brenda Messner_

Name: _Brenda Messner_

Title: _Contracts Manager_

Signature Date: _Nov 6, 2009_

ORACLE USA, INC.

Authorized Signature: _Greg Crenshaw_

Name: _Doug Crenshaw_

Title: _Life Servicing Manager_

Signature Date: _11/10/09_

Page 1 of 1

SOFTWARE LICENSE AND SERVICES AGREEMENT
between
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
and
ORACLE USA, INC.

A.   Agreement Definitions

"You" and "your" refers to the individual or entity that has executed this Agreement ("Agreement") and ordered Programs and/or Services from Oracle USA, Inc. ("Oracle") or an authorized distributor.   All Commonwealth of Virginia ("Commonwealth") departments, institutions, institutions of higher education, agencies, legislative, executive or judicial bodies, offices, authorities, posts, committees, institutions, boards, or political subdivisions created by law to exercise sovereign power or to perform governmental duties of the Commonwealth, cities, counties, towns and political subdivisions (each such entity, an "Authorized Contract User" or "Commonwealth entity") may also order Programs and Services from Oracle in accordance with the terms and conditions of this Agreement. By placing an order under this Agreement, each Authorized Contract User agrees to be bound by the terms and conditions of the applicable ordering document and this Agreement and, for the purposes of such order, "you" and "your" as used in this Agreement shall be deemed to refer to such Authorized Contract User, unless indicated otherwise herein. Each Authorized Contract Use shall be responsible for its breach(es) of such terms and conditions. "Parties" shall mean you and Oracle.

The term "Ancillary Programs" refers to third party materials as specified in the Program documentation which may only be used for the purposes of installing or operating the Programs with which the Ancillary Programs are delivered. The term "Program Documentation" refers to the Program user manual and Program installation manuals. The term "Programs" refers to the software products owned or distributed by Oracle which you have ordered, Program documentation, and any Program updates acquired through technical support. The term "Services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.

B.   Applicability and Term of Agreement

Authorized Contract Users may submit orders to Oracle under this Agreement.

The term of this Agreement will be five (5) years commencing on the effective date. By mutual agreement, the Parties may extend this Agreement for one or more renewal periods of one to five years each; however, the total term may not exceed ten years.

C.   Rights Granted

Upon execution of your order by both Oracle and you, you have the non-exclusive, royalty free (except as set forth in Section O(3) below), perpetual (unless otherwise specified in the ordering document), limited right to use the Programs and receive any Services you ordered solely for your internal business operations and subject to the terms of this Agreement, including the definitions and rules set forth in the order and the Program documentation. For Programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this Agreement. 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 this Agreement in such use. If accepted, Oracle will notify you and this notice will include a copy of your Agreement. Program documentation is delivered with the Programs, or you may access the current Program documentation online at http://oracle.com/contracts, at the time of your order. Services are provided based on Oracle's policies for the applicable Services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support services, which are as specified in section H of this Agreement). Upon payment for consulting services, you will have a perpetual, non-exclusive, non-assignable (except as set forth in Section O(3) below), royalty free license to use for your internal business operations anything developed by Oracle and delivered to you under this Agreement pursuant to your order of consulting services; however, certain consulting services deliverables may be subject to additional license terms provided in the ordering document.

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

D.   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 to you under this Agreement resulting from the Services.

VITA ORACLE final 1.doc   1

You may make a sufficient number of copies of each Program (other than for Siebel Programs), for your licensed use and one copy of each Program media. With respect to Siebel Programs, you may only make a sufficient number of copies of each such Program to support the maximum number of users of such Program(s).

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 this Agreement.

You may not:
- remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- subject to the rights grants for your agents and contractors in Section C above, 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;
- disclose the results of any benchmark tests of the Programs to any third party (except for those agents and contractors authorized by you to use the Programs and the results of the benchmark tests solely for your internal business operations), without Oracle's prior written approval.;

E.   Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a Program licensed to you will operate in all material respects as described in the applicable Program documentation for one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that Services 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 defective Services. In addition, Oracle warrants that tapes, diskettes or other media ("Media") used in the provision of Programs and Services to you shall be free of defects in materials and workmanship under normal use for 90 days from the date of delivery of such Media to you.

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY WITH RESPECT TO DEFECTIVE MEDIA SHALL BE THE REPLACEMENT OF SUCH DEFECTIVE MEDIA, PROVIDED IT IS RETURNED TO ORACLE WITHIN THE APPLICABLE WARRANTY PERIOD AND SUBJECT TO STANDARD SHIPPING AND HANDLING FEES.

As a part of its internal development process, Oracle will use reasonable efforts to test Programs for viruses. Oracle will also maintain a master copy of the appropriate versions of the Programs, free of viruses. If you believe a virus may be present in the delivered Programs, then upon your request, Oracle will provide a master copy for comparison with and correction of your copy of the Programs.

Oracle represents that as of the effective date of this Agreement, unless otherwise disclosed to you in the ordering document or applicable Documentation, the Programs shall not contain any computer software code or routines that are designed with the intent to (i) to permit unauthorized access or use by third parties to the Programs installed on your equipment, (ii) to disable or damage hardware or damage, erase or delay access to software or data installed or to be installed on your equipment, or (iii) to perform any other similar malicious or harmful actions (collectively "Disabling Devices"). If Disabling Devises are present in the Programs, Oracle will not, during the term of this Agreement, use such mechanisms to shut-off or otherwise disable or impair the delivered to you. Oracle represents and warrants that as of the effective date of this Agreement, its current development policy is not to include Disabling Devices in its Programs. For any breach of this provision, your exclusive remedy and Oracle's entire liability, shall be the remedies set forth in the third paragraph of this Section E (Warranties, Disclaimers and Exclusive Remedies) of this Agreement.

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

F.   Trial Programs

You may order trial Programs, or Oracle may include additional Programs with your order which you may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the delivery date to evaluate these Programs. If you decide to use any of these Programs after the 30-day trial period, you must obtain a license for such Programs from Oracle or 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 will delete any such Programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs. If, when you install the Programs licensed by you under an ordering document, a Program that is not licensed by you is inadvertently loaded and left on a computer, then you will not be charged license fees for such unlicensed Program provided that you have not used (loading alone does not constitute use) the unlicensed Program and that you promptly remove such unlicensed Program when it is discovered.

G.   Indemnification

If a third party makes a claim against you that any information, design, specification, instruction, software, data, deliverable, or material ("Material") furnished by Oracle and used by you 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);
- give Oracle sole control of the defense and any settlement negotiations; provided, however, that such settlement (i) will not contain an admission of liability or wrongdoing by any Authorized Contract User; (ii) does include a release of all covered claims pending against all Authorized Contract Users; or (iii) does not impose upon any Authorized Contract User any obligations determined by VITA to be material other than an obligation to stop using any infringing items; such control by Oracle shall be subject to applicable law; and
- give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the Material may have violated a third party's intellectual property rights, Oracle 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, Oracle may end the license for, and require return of, the applicable Material and refund any fees you may have paid for it and any unused, prepaid technical support fees you have paid for the license. Oracle will not indemnify you if you: alter the Material except as may be expressly provided in the Program documentation or use it outside the scope of use identified in the Program documentation. Oracle will not indemnify you if you use a version of the Material 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 you at no charge. Oracle will not indemnify you to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, deliverable, or material not furnished by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any Programs or services not provided by Oracle except where such combinations are expressly specified by Oracle in the Program documentation. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle Program(s) as delivered to you and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. This section provides the parties' exclusive remedy for any infringement claims or damages.

H.   Technical Support

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

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

CONTRACT
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Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. Thereafter for the third and fourth renewal years the fee for SULS, will not increase by more than 5% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. A license set consists of (i) all of a Authorized User's licenses of a Program, (ii) licenses of a Program which share the same source code (e.g., Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition; or Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition), (iii) licenses of a Program which include an option specified on the price list (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), or (iv) licenses of a Program which include a self-service module specified on the price list (e.g., Human Resources and Self-Service Human Resources). Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set. The license set definition and rules apply to each Authorized Contract User individually. If you decide not to purchase technical support, you may not update any unsupported Program licenses with new versions of the Program.

I.   End of Agreement

If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement. If Oracle ends this Agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for Services rendered or Programs ordered and delivered, where delivery is required and/or Services are received under this Agreement, plus related taxes and pre-approved expenses. If Oracle ends the license for a Program under the Indemnification section, you must pay within 30 days all amounts for such license which have accrued prior to such end, as well as all sums remaining unpaid for Services related thereto received under this Agreement plus related taxes and pre-approved expenses. The non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this Agreement, you may not use those Programs and/or Services ordered.

You may terminate this Agreement for convenience upon written notice to Oracle, and upon such termination, you must pay within 30 days all amounts which have accrued prior to the end of this Agreement or are otherwise owed for Services received (including related taxes and expenses) under this Agreement. Any ordering document(s) outstanding at the time of such termination shall continue to be governed by this Agreement as if it had not been terminated.

Your order is contingent upon the appropriation of funds to fulfill the requirements of the order. Your order shall be null and void as of the date upon which the funds are no longer available without any charge or penalty to you; provided, however, that (1) with each executed order, you must have provided both of the following: (a) a signed ordering document referencing this Agreement, and (b) a purchase order; and (2) your signature on an ordering document referencing this Agreement and/or issuance of a purchase order by you shall be your representation to Oracle that all funds for the order have been fully appropriated and are available and are not subject to any appropriations contingency at the time such purchase order is issued. Notwithstanding the foregoing, you agree to pay for all Programs delivered and Services performed by Oracle prior to Oracle's receipt of your notice of non-appropriations.

You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the Programs and/or Services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

In the event of termination, fees owed for Services rendered or Programs ordered and delivered where delivery is required and/or Services are received, are due upon the termination of the Agreement.

With respect to the rights of termination set forth above, (a) only the Commonwealth entity signing this Agreement may exercise these rights as to the Agreement and/or any orders it places and (b) all other Authorized Contract Users may exercise rights of termination only with respect to their individual orders.

Dispute Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement or an ordering document, except for any dispute or disagreement involving a breach of Oracle's intellectual property rights (the "dispute"), the parties will endeavor to resolve the dispute in accordance with this section. Either party may invoke this section by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Each party will appoint its representative to discuss the dispute. If such representatives do not resolve the dispute within twenty (20) business days of the other party's receipt of such notice, then each party shall immediately refer the dispute to the Vice President (or equivalent) level. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until the dispute has been elevated to the Vice President (or equivalent) level, and either of the Vice Presidents conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under this Agreement and the ordering document(s) while the parties endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach has promptly commenced cure and pursues the cure in good faith and you continue to pay for any Programs and Services ordered under the ordering document(s) and this Agreement.

J.   Fees and Taxes

All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Programs and/or Services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the Services. Fees for Services listed in an ordering document are exclusive of taxes and pre-approved expenses. You and Oracle shall mutually agree on the scope of reasonable travel and travel related expenses based upon the per diem rates in the Commonwealth's State Travel Regulations. Oracle shall have all travel and travel related expenses pre-approved by you. Invoices for items ordered and delivered shall be submitted by Oracle directly to the payment address shown on the ordering document. All invoices shall show the state Contract number and/or purchase order number; the federal employer identification number (for proprietorships, partnerships, and corporations).

You agree that you have not relied on the future availability of any Programs or updates in entering into the payment obligations in your ordering document; however, (a) if you order SULS for Programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under your ordering document, 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 your ordering document, per the terms of your ordering document and this Agreement.

K.   Nondisclosure

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("confidential information"). To the extent permitted by the laws of the Commonwealth of Virginia, including but not limited to "Freedom of Information" laws, we each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms under this Agreement and all information clearly identified as confidential at the time of disclosure.

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement or disclosing the confidential information to a federal or state governmental entity, as required by law, or disclosing the confidential information pursuant to court order or operation of law, provided the receiving party first gives the disclosing party reasonable notice of such order of law and gives the disclosing party an opportunity to object to or limit such production, if such notice is permitted by law.

L.   Entire Agreement

You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the

complete agreement for the Programs and/or Services ordered by you, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Programs and/or Services. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement. It is expressly agreed that the terms of this Agreement and any Oracle ordering document shall supersede the terms in any shrink-wrap or clickwrap or in any purchase order or other non-Oracle ordering document, and no terms included in any such shrink-wrap or clickwrap or in any such purchase order or other non-Oracle ordering document shall apply to the Programs and/or Services ordered under this Agreement. Any notice required under this Agreement shall be provided to the other party in writing. In the event of a conflict, the terms of this Agreement shall take precedence over the terms in any Authorized Contract User's purchase order or other ordering document; provided, however, that terms appearing in an Oracle ordering document that are specific to third party Programs and third party technology shall take precedence over the Agreement. Any such additional term or condition that is contradictory to law or regulation shall be of no force and effect.

M.   Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION G (INDEMNIFICATION) ABOVE, ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

The limitation stated in the second sentence of this section shall not apply to bodily injury (including wrongful death) or damage to tangible personal property proximately caused by the gross negligence or intentionally wrongful acts or omissions of Oracle while performing Services on your premises, if such actions or omissions were not caused by the action or omission of you or any third party. For the purpose of this paragraph, "tangible personal property" shall not include documentation, software, data, or data files.

N.   Export

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 control laws govern your use of the Programs (including technical data) and any Services deliverables provided under this Agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Program 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.

O.   Other
1. This Agreement is governed by the substantive and procedural laws of the Commonwealth of Virginia, and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, a state or federal court in the Commonwealth of Virginia.

2. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this Agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

3. Assignments and Transfer
    (a) Assignments. You may not assign this Agreement to a third party (i.e., a legal entity separate from the Commonwealth) or give or transfer the Programs and/or any Services or an interest in them to another individual or entity, except as stated below, without the prior written consent of Oracle, which Oracle shall not unreasonably withhold. 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 the Programs and/or any Services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this without your prior written consent, which will not be unreasonably withheld.
    (b) Transfer of Programs -- General. You may transfer Program licenses within a Commonwealth entity, upon prior written notice to Oracle at no additional cost, unless the license type specifically prohibits such a transfer. If a specific Commonwealth entity is mandated by its governing body to convey any of its specific functions to another Commonwealth entity, the Program licenses used to support the conveyed functions may be transferred at no charge, after written notice to

Oracle. If a Commonwealth entity merges with another Commonwealth entity, previously acquired Program licenses may be used by the merged entity pursuant to the terms of this Agreement. Nothing in this section shall be deemed to relieve you or the transferee entity of the obligation to use a Program in accordance with the terms and conditions of this Agreement and all applicable ordering documents placed hereunder, including, without limitation, limiting usage of a Program to the quantity and license type for which such Program is licensed.

   (c) Transfer of Programs By Executive Agencies. An agency within the Executive Branch of the Commonwealth of Virginia government (hereinafter, an "Executive Agency") may transfer Programs it licensed under this Agreement to another Executive Agency, at no additional cost, provided that:

      (i) the transferor Executive Agency has continuously maintained technical support for the Programs to be transferred, and the Executive Agencies involved in the transfer comply with applicable technical support policies, including without limitation, the matching service level and license set rules;

      (ii) the transferor Executive Agency has provided prior written notice to Oracle containing relevant details of the intended transfer;

      (iii) by accepting a transfer of Programs, the transferee Executive Agency agrees to comply with this Agreement, the applicable ordering document including, but not limited to, the applicable quantity and license type for which such Programs are licensed, and the licensing definitions and rules; and

      (iv) as indicated in the applicable ordering document, the specific Program license type does not prohibit transfers.

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

5. Upon 45 days written notice, Oracle may perform an audit of your use of the Programs at Oracle's sole cost or, upon your request, may retain an independent third party to audit your use of the Programs (the "Third Party Auditor"); if you choose to have a Third Party Auditor perform the audit, you agree to pay all costs of performing such audit. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall be conducted during regular business hours at the your facilities and shall not unreasonably interfere with your normal business operations and any such audit shall be limited to information reasonably necessary to allow Oracle to determine your use of a Program under the license type for which it is licensed. Oracle shall provide you with a report of any such audit and you shall have the right to provide a written response to such report to Oracle. All such audit reports and responses to such audit reports shall be considered confidential and subject to the nondisclosure obligations in this Agreement.. If an audit reveals that you have underpaid fees to Oracle, you shall be invoiced and you agree to pay for such underpaid fees based on the Oracle price list in effect at the time the audit is completed less the discounts outlined in the applicable ordering document, subject to the applicable term specified in the ordering document. If the term referenced in the applicable ordering document has expired or if no term is specified in the ordering document, you shall be invoiced for such underpaid fees based on the Oracle price list in effect at the time the audit is completed. If you do not pay, Oracle can end your technical support, licenses and/or this Agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit. Audits shall be conducted no more than once annually.

6. You shall have the right to audit records relating to invoices and payments for (a) the Programs licensed hereunder and (b) any Services provided to you hereunder ("Records"), upon reasonable written notice to Oracle, no more than one time per year, at your cost, and provided that such audit does not unreasonably interfere with Oracle's normal business operations. Oracle agrees to maintain the Records for two (2) years after the expiration of the Agreement or until audited by you, which is sooner. You shall have the right to contract a third-party audit firm to conduct such an audit, provided that such third-party audit firm agrees to Oracle's standard nondisclosure terms. Your audit shall not violate any confidentiality agreement Oracle has with any third party and your audit opinion and results shall not contain any Oracle trade secret or proprietary information.

7. UCITA shall not apply to this Agreement except to the extent required by Code of Virginia §59.1-501.15.

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

9. If Oracle makes successor Programs available for its Program lines ("New Software") that includes substantially similar functionality and features as a Program for which you have purchased a Program license ("Old Software"), Oracle will provide

you with a migration path from the Old Software to the New Software and the right to use the New Software under this Agreement at no additional charge, provided that (i) you are current on Technical Support for the Old Software; (ii) this right shall only apply to New Software that is available in production release status on the operating system identified by the you at the time of the request; and (iii) Oracle is currently making available. such migration path from the Old Software to the New Software to all of its other supported customers without additional charge.

If Oracle does not provide to all of its supported customers a migration path from the Old Software to the New Software free of additional charge, then Oracle will provide you with the right to use only the functionality and features contained in the New Software that is substantially similar to the functionality and features contained in the Old Software. You shall not have the right to use nor shall you use any additional functionality or features in such New Software. All use of New Software shall otherwise be subject to this Agreement. Technical support is provided in accordance with Oracle's technical support policies.

P.   Additional Commonwealth Terms and Conditions

1. eVA Ordering: You may place orders, in accordance with the terms and conditions set forth herein, through eVA, the Commonwealth's electronic procurement system and by signing an Oracle ordering document . The signing of the Oracle ordering document and the issuance of an eVA order or Purchase Order shall indicate your acceptance and agreement to the terms and conditions set forth in this Agreement and the Oracle ordering document. Oracle will maintain its eVA subscription during the terms of this Agreement.

2. Report of Sales. Oracle agrees to submit the "Supplier Monthly Report of Sales" to you by the 30th day of each month using the template format available at: http://www.vita.virginia.gov/procurement/supplierResources.cfm. VITA will notify Oracle in writing if the template changes and the parties will agree to any changes in an amendment to this Agreement. The report shall report all invoices submitted by Oracle pursuant to the Agreement to all Authorized Contract Users during the preceding month. Oracle shall also submit the Industrial Funding Adjustment (IFA) payment to VITA for each period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Contract Users.

3. Small, Woman, and Minority Owned Business Participation. Oracle agrees to meet with you promptly after the effective date of the Agreement to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small, Woman, and Minority Owned Businesses (SWaMs) as subcontractors and second-tier suppliers under this Agreement and will discuss ways of encouraging SWaM participation and increasing subcontracting spend with SWaM suppliers.
Oracle will then agree to meet annually thereafter to review SWaM subcontracting reports and discuss further action with respect to SWaM subcontracting and spend and to submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report by the 30th day of every month.

Notwithstanding the foregoing, the parties acknowledge that, due to the nature of this Agreement, it is unlikely that there will be any SWaM participation or data for Oracle to report. The parties agree that Oracle's failure to submit a report will not constitute a default or breach of this Agreement. However, upon your written request, Oracle agrees to provide a report with respect to SWaM participation under this Agreement. Should the Agreement include SWaM participation in the future, the parties agree to amend this provision by deleting the preceding three sentences.

4. Anti-Discrimination. During the performance of this Agreement, Oracle agrees as follows:
    (a) Oracle will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except when there is a bona fide occupational qualification reasonably necessary to the normal operation of Oracle. Oracle agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which Oracle has contracts of over $10,000.
    (b) Oracle, in all solicitations or advertisements for employees placed by or on behalf of Oracle, will state that Oracle is an equal opportunity employer.
    (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.
    Oracle will include the provisions of a. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. Immigration Reform and Control Act of 1986. Oracle does not, and shall not, during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6. Payments To Subcontractors.
   (a) Oracle agrees:
      (i) To pay the subcontractor(s) within seven (7) days of Oracle's receipt of payment from you for the proportionate share of the payment received for work performed by the subcontractor(s) under the Agreement: or
      (ii) To notify you and the subcontractor(s), in writing, of Oracle's intention to withhold payment and the reason.
   (b) Interest shall accrue at the rate of one percent per month (unless otherwise provided under the terms of the Agreement) on all amounts owed by Oracle that remain unpaid seven (7) days following receipt of payment from you for work performed by the subcontractor. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary agreement. Oracle's obligation to pay an interest charge to a subcontractor may not be construed to be your obligation.
   (c) Oracle will include this provision P(a)(i) in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

7. Modifications. This Agreement maybe modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this Agreement shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

8. Section 508 Compliance. All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the statutory requirements, which were in effect on the effective date of this Agreement, of Section 508 of the Rehabilitation Act (29 U.S.C. 794d). If requested, Oracle must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

9. Non-Visual Access. All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
   (a) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means:
   (b) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts:
   (c) Nonvisual access technology shall be integrated into any networks used to share communications among employees, Program participants or the public: and
   (d) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
   Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications Programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, Oracle must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

10. Insurance. Oracle and any subcontractors will maintain the following insurance coverages during the entire term of the Agreement. All insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Oracle will provide Certificates of Insurance upon request to substantiate its compliance with these requirements.
   (a) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
   (b) Employer's Liability - $100,000.
   (c) Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and

property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

11. <u>Drug-Free Workplace.</u> During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

Q.   License Definitions and Rules
To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle Programs.

$M Annual Transaction Volume: is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

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

Application User, Enterprise Asset Management (EAM) User: is defined as an individual authorized by you to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If you license the Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application Program for which you have also acquired non read-only licenses.

Beacon: is defined as each target that is deployed and managed by the Program that measures the response time of remote software or hardware interfaces by communicating with those interfaces over protocols, api's or programmatic interactions and measuring the total time elapsed between the initiation of communication and completion of the associated response from the remote interface.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless you acquire additional CRF Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by you to use the Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. For the purposes of counting and licensing the number of Real Time Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows you to use the licensed Program on a single specified computer.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

$M Cost of Goods Sold: is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Custom Suite User: is defined as an individual authorized by you to use the application Programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

Developer User: is defined as an individual authorized by you to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. Developer Users may create, modify, view and interact with the Programs and documentation.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In the event that you elect to outsource any business function(s), all of the full-time, part-time, temporary employees and agents, contractors and consultants of the company providing the outsourcing services must be counted for the purposes of determining the number of Employees.

Employee User: is defined as an individual authorized by you to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time

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

Federated Link: is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the Programs.

$M Freight Under Management: is defined as one million US Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops
Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies may be accessed at http://oracle.com/contracts, and are subject to change.

1K Invoice Line: is defined as one thousand invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from Oracle.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and Services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when you order the relevant product or service. The list price will be reduced by applying the discount specified in your order. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date your order is accepted by Oracle, and you must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which you acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

$M in Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the Program, then sold within the previous 12 months.

Membership: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is accessing the hosted service at any given time.

Module: is defined as each production database running the Programs.

Named User Plus: is defined as an individual authorized by you to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the users of the third party Program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application Program are counted for the purpose of determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications

between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Oracle Finance Division Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at http://www.oracle.com/education/oukc/, and is made available to you subject to the terms of this Agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/oukc/hosting_policies.html and may be updated by Oracle from time to time without notice to you. Online Courses are made available on a named user basis, and the Passport is made available on a membership basis. In the event that any Oracle Programs are made available for download as part of the service, then use of such Programs is subject to the terms of this Agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from the effective date of your order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless you acquire additional Order Line licenses from Oracle.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. Order Management Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all Programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. You may not exceed the licensed number of orders during any 12 month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

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

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at http://oracle.com/contracts, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes

of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed Program for each core processor licensing factor listed above are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. Notwithstanding the above, when licensing Oracle Standard Edition One or Standard Edition Programs on servers with a maximum of 1 processor with 1 or 2 cores, only 1 processor shall be counted.

For example, a Sun UltraSPARC T1 based server installed and/or running the Program on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the Program on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the Program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the purposes of the following Programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the processors on which the third party Program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all processors on which the middleware and/or database software that support the respective application Program are running are counted for the purpose of determining the number of licenses required.

For the Healthcare Transaction Base Program, only the processors on which Internet Application Server Enterprise Edition and this Program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator Programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program are running are counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses you may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running. With respect to the Customer Data Hub Program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub Program are running in production shall be counted.

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

$M in Revenue: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

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

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan.

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

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

Test: is defined as each unit of interaction with a software or hardware interface for which the total time elapsed between the initiation of communication and the completion of the resulting response is measured. A test may run on it's own or be set up in conjunction with additional tests so that there are multiple units of interaction. Each unit of interaction must be counted as a Test; execution of a test or set of tests multiple times does not require additional tests. Examples of tests include but are not limited to, an http-get for a URL, icmp-echo for an IP address and sql-execute for a database.

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

UPK Developer: is defined as an individual authorized by you to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Employee: is defined as an active employee of yours. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK User: is defined as an individual authorized by you to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Warehouse Builder Connector: is defined as a software product that connects an Oracle database where the Oracle Warehouse Builder code is deployed, to an external product (e.g., SAP). A unique connector is required for each distinct external product for which the Oracle database is required to interface.

Workstation: is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

Term Designation
If your Program license does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

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

1 Year Hosting Term: A Program license specifying a 1 Year Hosting Term shall commence on the effective date of the order

and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate. A Program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

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

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

Licensing Rules

Failover: Your license for the following Programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition) and Oracle Internet Application Server Options, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Program(s).

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

You are responsible for ensuring that the following restrictions are not violated:
- Oracle Database Standard Edition may only be used on servers that have the ability to run a maximum of 4 single-core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as specified in the processor definition) by the number of cores. The result must be less than or equal to 4 and the total number of cores must be less than or equal to 8. Oracle Database Standard Edition may also be used on a single cluster of servers supporting up to a maximum of four single-core processors per cluster (2 2-way nodes, 4 1-way nodes, or 1 1-way node and 1 3-way node). For multicore chips, the maximum number of cores per cluster is determined by multiplying the core processor licensing factors (as specified in the processor definition) by the number of cores. The result must be less than or equal to 4 and the total number of cores in the cluster must be less than or equal to 8.
- Oracle Standard Edition One and Internet Application Server Standard Edition One may only be used on servers that have the ability to run a maximum of 2 single-core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as contained in the processor definition) by the number of cores. The result must be less than or equal to 2 and the total number of cores must be less than or equal to 4.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and /or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server Program (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition).
- The number of Service Registry licenses must match the number of licenses of the associated Internet Application Server Program (Java Edition, Standard Edition One or Standard Edition).
- The number of Bpel Process Manager Option, Business Activity Monitoring, XML Publisher, Service Registry and SOA Suite for Oracle Middleware licenses must match the number of licenses of the associated Internet Application Server Enterprise Edition Program.
- The number of Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition Program.
- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle Programs, the number of gigabytes (GB) specified in the Program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. You may not exceed the specified GB data store limitation unless you acquire additional licenses from Oracle.

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

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor*
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
BPEL Process Manager	10 Named Users Plus per Processor
Portal	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Business Intelligence	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor
Virtual Directory	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Activity Monitoring for Non Oracle Middleware	10 Named Users Plus per Processor
Fusion Middleware for PeopleSoft	10 Named Users Plus per Processor
Fusion Middleware for SAP	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the Program is installed on a one processor machine that allows for a maximum of one user per Program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database

The number of licenses for the Programs listed below must match the number of licenses of the associated database and if you purchase Named User Plus licenses for these Programs, you must maintain, at a minimum, 25 Named Users Plus per Processor per associated database:

Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Warehouse Builder Enterprise ETL, Warehouse Builder Data Quality, Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack

The effective date of this Agreement shall be ___April 30, 2009___, 2009.

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

Authorized
Signature: _____

Name: __JAMES T. Roberts__

Title: __Director Administration + Finance__

Signature Date: __May 6, 2009__

ORACLE USA, INC.

Authorized
Signature: __Glenda Sakati__

Name: __GLENDA SAKATI__

Title: __Manager, Public Sector License Contracts__

Signature Date: __04/30/09__

Exhibit C

Discounts

Oracle Software Licensing and related Services

Delivery (*If Applicable*) Terms: F.O.B. Destination

Product Category	Spend (Per order)	Gov't Discount % (Off Oracle Store List Price)	Academic Discount % (Off Oracle Store List Price)
ALL OEM DISCOUNTS INDEXED FROM THE ORACLE STORE LINK/URL >		Oracle Store LINK/URL	Oracle Store LINK/URL
DATABASE PRODUCTS	$1-$100,000	32%	32%
	$100,001- $250,000	32%	32%
	$250,001- $375,000	40%	37%
	$375,001- $500,000	37%	37%
	$500,001- Plus	40%	40%
APPLICATION PRODUCTS	$1-$100,000	32%	32%
	$100,001- $250,000	32%	32%
	$250,001- $375,000	37%	37%
	$375,001- $500,000	37%	37%
	$500,001- Plus	40%	40%
Software Update Maintenance and Support	$1-$100,000	equals license discount*	equals license discount*
	$100,001- $250,000	equals license discount*	equals license discount*
	$250,001- $375,000	equals license discount*	equals license discount*
	$375,001- $500,000	equals license discount*	equals license discount*
	$500,001- Plus	equals license discount*	equals license discount*
ORACLE UNIVERSITY	$1-$100,000	15%	15%
	$100,001- $250,000	30%	30%
	$250,001- $375,000	35%	35%
	$375,001- $500,000	35%	35%
	$500,001- Plus		
RELATED SERVICES		See: Service Rate Sheet tab	

* Maintenance for the first year is calculated at 22% of the discounted license price.

NOTE: Oracle Hardware, Cloud and Consulting Services catagories are not authorized for purchase from this contract.

EXHIBIT D

EXHIBIT X STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND (SUPPLIER NAME)

ISSUED UNDER

CONTRACT NUMBER VA-XXXXXX-XXX
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
[SUPPLIER NAME]

Exhibit X, between (Name of Agency/Institution) and (Supplier Name) ("Supplier") is hereby incorporated into and made an integral part of Contract Number VA-XXXXXX-XXX ("Contract") between the Virginia Information Technologies Agency ("VITA") on behalf of the Commonwealth of Virginia *(*and [Supplier.

In the event of any discrepancy between this Exhibit X and the Contract, the provisions of the Contract shall control.

(Note to Template Users: Any Service, Licensed Services, Solution or Software provided under this SOW must comply with all COVA Security and Enterprise Architecture ITRM policies, standards and guidelines located at: http://www.vita.virginia.gov/library/default.aspx?id=537 and all COVA Enterprise Architecture Data Standards and requirements located at:
http://www.vita.virginia.gov/oversight/default.aspx?id=10344.

If Authorized User is a State Agency and determines any area of non-compliance with the ITRM PSGs at the above links in the Service, Licensed Services, Solution or Software to be provided by Supplier under this SOW, such Authorized User's Project Manager must obtain written waiver from VITA in accordance with the waiver process prior to placing any related order or authorizing Supplier to commence any work. Agency should collaborate with their designated Customer Account Manager to obtain such waiver.)

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project.]*

STATEMENT OF WORK

This Statement of Work (SOW) is issued by the (Name of Agency/Institution), hereinafter referred to as "Authorized User" under the provisions of the Contract,". The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution ("Solution") or Services ("Services)" or Software ("Software") or Hardware and Maintenance or Licensed Application Services" for Authorized User Project Name. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. **PERIOD OF PERFORMANCE**
   The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project's specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE
(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at the Authorized User's location(s) in City/State, at Supplier's location(s) in City/State, or other locations as required by the effort.

3. PROJECT DEFINITIONS
Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.).

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User's specific project definitions are listed below:

4. PROJECT SCOPE
(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.).

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS
(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

A. Authorized User-Specific Requirements

B. Special Considerations for Implementing Technology at Authorized User's Location(s)

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION
(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS (AND/OR SOLUTION)

A. Required Products (or Solution Components)
(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services
(*List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.*)

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer
(*Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.*)

D. Support and Maintenance Requirements
(*Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.*)

E. Personnel Requirements
(*Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.*)

F. Transition Phase-In/Phase-Out Requirements
(*Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.*)

8. TOTAL PROJECT PRICE
The total Fixed Price for this Project shall not exceed $US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (http://www.doa.virginia.gov). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.)

9. PROJECT DELIVERABLES

(Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

No.	Title	Due Date	Format Required (i.e., electronic/hard copy/CD/DVD	Distribution Recipients	Review Complete Due Date	Final Due Date
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(This table should include the project's milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Associated Milestone	Schedule	Payment	Retainage	Net Payment

	Deliverable(s)				
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Requirements Analysis & Development	Design Plan	Execution+45 days	$30,000	$15,000	$15,000
	Project Plan	Execution+45 days			
	Implementation Plan	Execution + 45 days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days	$10,000	$3,000	$7,000
Installation of software	---	Execution + 90 days	$10,000	$1,000	$9,000
Installation of hardware	---	Execution + 90 days	$10,000	$1,000	$9,000
Configuration and testing	---	Execution + 120 days	---	---	---
Training	Training manual	Execution + 130 days	$10,000	$1,000	$9,000
30-Day User Acceptance Testing	---	Execution + 160 days	$20,000	$2,000	$18,000
Implementation complete	Solution	Execution + 160 days	$10,000	--	$10,000
Final Acceptance		Execution + 210 days	--	--	$23,000

11. EVENTS AND TASKS FOR EACH MILESTONE

(If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
1.0	Site survey				
1.1		Conduct interviews			
1,1,1			Schedule interviews	None	20 days after contract start
1.1.2			Complete interviews	Interview Results Report	25 days after contract start
1.2		Receive AU information			

12. ACCEPTANCE CRITERIA
(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in Exhibit B-X.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the Authorized User's Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have ten (10) days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES
(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

A. Project Assumptions
The following assumptions are specific to this project:

B. Project Roles and Responsibilities
The following roles and responsibilities have been defined for this project:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√

Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to "business days after project start' or "days after event/milestone." Be sure to specify the delivery and point of contact information.)

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. SECURITY REQUIREMENTS

(Provide (or reference as an Attachment) Authorized User's security requirements.)

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need a waiver of any COVA-required standard, please follow the process located at this link: *http://www.vita.virginia.gov/oversight/default.aspx?id=10344* and select the Data Standards Guidance bulleted link. Your Customer Account Manager can assist you.

- COV ITRM Policies and Standards: http://www.vita.virginia.gov/library/default.aspx?id=537
- IEEE 802®

- HIPAA

- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINESRISK MANAGEMENT
(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C.   Initial Risk Assessment
Authorized User and Supplier shall each provide an initial assessment from their point of view.

D.   Risk Management Strategy
(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization**: How risks are evaluated and prioritized.
3. **Risk Mitigation Options**: Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E.   Risk Management Plan
(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)

18. DISASTER RECOVERY
Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- *Development of the IT components of the Continuity of Operations Plan (COOP)*

- *Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP*

- *Development and exercise of the IT System Backup and Restoration Plan*

19. PERFORMANCE BOND

(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

21. REPORTING

(The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)

A. Weekly/Bi-weekly Status Update.
The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

B. Supplier Performance Self-Assessment.
Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

C. Performance Auditing
(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include

your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will escalate the matter in accordance with the Escalation provision of the Contract. *(If none, you may add your escalation procedure in this section.)*

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

22. CHANGE MANAGEMENT

(Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567

23. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

By signing below, both parties agree to the terms of this Exhibit.

Supplier: **Authorized User:**

_____   _____

(Name of Supplier)   (Name of Agency/Institution)

By: _____   By: _____

    (Signature)   (Signature)

Name: _____   Name: _____

    (Print)   (Print)

Title: _____   Title: _____

                                                    Agency Head or Designee

Date: _____   Date: _____

EXHIBIT E

Change Order No. XXX for Statement of Work D-X
Between (NAME OF AGENCY/INSTITUTION) and (SUPPLIER NAME)

Issued Under
CONTRACT NUMBER VA- 170130-MYTH
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
(SUPPLIER NAME)

This Change Order No. XXX hereby modifies and is made an integral part of Statement of Work D-X ("SOW"), between NAME OF AGENCY/INSTITUTION ("Authorized User") and NAME OF SUPPLIER,("Supplier"), which was issued under Contract Number VA-XXXX-XXXX ("Contract") between the Virginia Information Technologies Agency ("VITA") and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

[*Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project and in final form should not be highlighted. Agency/Institution should remove the first two lines of the heading, which pertain to this template as an Exhibit to the VITA Contract and remove the Exhibit reference from the header.*]

CHANGE ORDER

This is Change Order No. XXX to a SOW issued by Authorized User to Supplier under which Supplier is to provide the Authorized User with a Authorized User Project Name Solution ("Solution").

The following item(s) is/are hereby modified as follows: [*Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as "From" (copy/paste from current SOW section) and "To" (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.*]

1. **PERIOD OF PERFORMANCE**

    The following change is made to the Period of Performance:

    [The duration of the Period of Performance is increased by four (4) months.]

    The following is changed with respect to the Period of Performance:

    From: twelve (12) months of execution of this Statement of Work

    To: sixteen (16) months of execution of this Statement of Work

This Change Order No. XXX is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

    i).   The Contract, including <u>Exhibit C</u>

    ii). <u>Statement of Work D-X</u>, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No. XXX, effective (INSERT EFFECTIVE DATE).

Supplier	Authorized User
By: _____	By: _____
(Signature)	(Signature)
Name: _____	Name: _____
(Print)	(Print)
Title: _____	Title: _____
	Agency Head or Designee
Date: _____	Date: _____

Service Level Agreements (SLAs)

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy
Response Time	Respond to Customer Inquiry within 4 hours	Monthly	95%	NA	$500
Response Time	Provide a Standard Product Quote to a Commonwealth of Virginia Agency within 5 business days from request	Monthly	95%	NA	$500
System Availability	Mythics License Orchestrator Available to the Commonwealth during Standard Business Hours of 9 am to 5 pm	Monthly	95%	NA	$500

Additionally, on the following pages we have included information with respect to SLAs for the following services:

- Oracle Software Technical Support Policies

- Mythics Managed Support Services (additional cost)

- Oracle Advanced Customer Services (additional cost)

ORACLE

Oracle Software Technical Support Policies
Effective Date: 11-July-2016

4. Oracle Technical Support Levels

Software Update License & Support

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week. Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition,* except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. (*Community Edition refers to MySQL licensed under the GPL license.)
- For Oracle VM VirtualBox Enterprise, Software Update License & Support (SULS) is limited to the platforms specified here. SULS is not available for Oracle VM VirtualBox Enterprise features noted as experimental; such features are specified in the Oracle VM VirtualBox User Manual located here
- Access to Platinum Services as described at http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf
- Until July 1, 2016, remote program updates and patch installation assistance for DIVA programs during normal business hours
- Non-technical customer service during normal business hours

Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs) consists of:
- The Software Update License & Support described above
- 24x7 access to Oracle Unbreakable Linux Network

- Hardware Certification[1]
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at http://linux.oracle.com/backport-schedule.html

Notes:
1. Hardware certification will be provided for the first six (6) years from the data a release of the Oracle Linux program becomes generally available. After six (6) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Limited Software Update License & Support is available for the Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal,Trace), InForm, and LabPas). The limited Software Update License & Support consists of:
- Program updates, fixes, security alerts and critical patch updates
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link: http://www.oracle.com/us/support/contact/health-sciences-license-support/index.html
- Non-technical customer service during normal business hours

Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program. Unless otherwise stated in this section, supported program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.
- Access to Platinum Services as described at http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf
- Non-technical customer service during normal business hours

Extended Support does not include:
- Certification with new third party products/versions

Extended Support for Java SE - Java SE program releases eligible for Extended Support will receive Java SE Support limited to the following:
- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support for Oracle Linux - Extended Support is not available for the Oracle Linux programs.

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Sustaining Support

Sustaining Support will be available after Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited. Unless otherwise stated in this section, program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during Premier Support and Extended Support (if offered and only after the Extended Support period ends)
- Tax, legal, and regulatory updates (availability may vary by country and/or program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade scripts (availability may vary by program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week,
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.
- Non-technical customer service during normal business hours

Sustaining Support does not include:
- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Oracle Linux - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to patches, fixes, and security alerts created during the Premier Support period

Sustaining Support for the Oracle Linux programs does not include:
- Access to new patches, fixes, and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

Sustaining Support for Java SE - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:
- Minor updates and bug and security fixes created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade tools created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week

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- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Java SE program releases does not include:
- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Nimbula – Nimbula program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:
- Access to existing program updates and fixes only (i.e., new program updates and fixes will not be provided)
- Assistance with service requests during normal business hours.
- Ability to log service requests via the following email: Nimbula-Support_WW@oracle.com
- Non-technical customer service during normal business hours

Sustaining Support for the Nimbula program releases does not include:
- Access to new program updates and fixes
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Mythics Managed Support Services SLAs

Mythics Managed Support Services (MMSS) was established as a line of business for Mythics in November, 2008. It was created to offer customers Managed Support Services for their Oracle infrastructure needs, 24X7X365. Our objectives are to help add a level of infrastructure and application support to compliment or replace a customer's onsite support team. Our services portfolio has expanded to include operating systems, custom applications, Oracle Fusion Middleware, and Oracle Engineered Systems. Members of Mythics Managed Support Service team that will be supporting clients are experienced with Oracle Maximum Availability Architecture (RAC, Grid, and Dataguard). The Managed Support Services team is further supported by the entire Mythics Enterprise Architecture and Infrastructure consulting practice area team at Mythics. Mythics will use a remote team of Oracle experts to support clients during the term of this contract. The Managed Support Services team will focus on daily infrastructure support activities, resolution of trouble tickets and open issues, and to augment the clients core onsite team. Mythics uses only Oracle adopted "Best Practices" in accomplishing its ongoing managed services work combined with ISO 9001:2008 quality management processes.

Please Note: The below SLA's are not covered under this proposal. Mythics Managed Services are provided at an additional cost with a formal scoping and Statement of Work.

Establishment of Severity Levels

Severity level is a means of assessing and documenting the impact of the loss of functionality to a Managed Support Services customer and the impact to their business. The severity level gives restoration or repair priority to problems causing the greatest impact to Client business systems. Reasonable efforts will be made to respond to the issue per the following guidelines. The Mythics' standard severity level breakout is described in the section below:

Severity Level	Description	Examples	Response Time
1 - Critical Business Impact	• The Client's major application or mission critical system in production is stopped or so severely impacted that they cannot reasonably continue work • The Client's personnel must be made available in and reasonably cooperate with Mythics to resolve the issues	• System hang or crash situations • Data loss or data corruption • Critical functionality not available	20 minutes
2 - Significant Business Impact	• The Client's production use of Oracle products in a primary business service where major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions • The hardware / software may be operating but is severely restricted	• Database error or failure forcing a restart or recovery • Severely degraded performance • Functionality unavailable but the system is able to operate in a restricted fashion	60 minutes
3 - Minimal Business Impact	• Solution components and features unavailable but a workaround exists and the majority of software functions are still usable	• Error message with workaround • Minimal performance degradation	4 Hours

Severity Level	Description	Examples	Response Time
	• Minor function/feature failure that the customer can easily circumvent or avoid • The client's work has minor loss of operational functionality	• Incorrect product behavior with minor impact • Oracle functionality or configuration issue during implementation • Issues in Development / Test environment	
4 - Nominal Business Impact	• Minor problems or a specific question that does not affect the hardware/software function such as How-To's, documentation, general questions, or enhancement requests • There is no impact to product usage or customer's operations	• General requests for advice on usage • Clarification on product documentation or release notes • Product enhancement request	8 hours

Oracle Advanced Customer Services (Advanced Monitoring and Resolution)

Oracle Advanced Customer Services (Advanced Monitoring and Resolution)

Please Note: The below SLA's are not covered under this proposal. Oracle's Advanced Monitoring and Resolution Services are provided at an additional cost with a formal scoping and Statement of Work.

Service Level	Service Level Target	Credit Criteria
Portal Availability Service Level Credit	The Portal will be available 99.0% of time in a calendar month.	1. Portal Availability % 95.0% - < 99.0%
		2. Portal Availability % 90.0% - < 95.0%
		3. Portal Availability % < 90.0%
Incident Notification Service Level Credit	Response Time[2]: less than 15 minutes.	Per occurrence when response time is greater than 15 minutes
Storage Management Service Level Credit	Response Time[3]: less than 4 hours.	Per occurrence when response time is greater than 4 hours.

Other.

1. AM&R Service Level Agreements.

    a. Portal Availability Service Level Agreement.

        i. Oracle will use commercially reasonable efforts to attain Portal availability 99.0% of the time in a calendar month. In the event the Portal is available less than 99.0% of the time in a calendar month, you may request to receive a credit in accordance with the Annual Service Fee Credit Table as set forth in section 14 of the ordering document (a "Portal Availability Service Level Credit").

        ii. Upon you or your client's request, the TAM will provide a report of the Portal's availability for the previous calendar month.

    b. Incident Notification Service Level Agreement.

        i. Oracle will use commercially reasonable efforts to notify your client within 15 minutes of the occurrence of a Severity 1 and Severity 2 Incident. In the event that notification time exceeds 15 minutes, you may request to receive a credit in accordance with the Annual Service Fee Credit Table set forth as set forth in section 14 of the ordering document (an "Incident Notification Service Level Credit").

        ii. Upon your client's request, the TAM will provide your client Incident Notification response time reports through the Portal for the previous calendar month.

        iii. Oracle shall not be responsible for, and you shall not be entitled to receive, an Incident Notification Service Level Credit if the Incident(s) results from you, your client, or your third-party vendor's modification of a Configuration Item identified in the AM&R OPE that did not follow the Change Management process.

c. Storage Management Service Level Agreement.

    i. Oracle will use commercially reasonable efforts to respond to an emergency Change request to increase storage (provisioning), decrease storage (de-provisioning), or re-allocate storage (re-provisioning) within 4 hours of your submission of the emergency Change request in the Portal (each, an "Emergency Change Request"). In the event that response time exceeds 4 hours, you may request to receive a credit in accordance with the Annual Service Fee Credit Table set forth as set forth in section 14 of the ordering document ("Storage Management Service Level Credit"). The Storage Management Service Level Agreement applies to configured storage (not raw) and is dependent upon your provision of an adequate amount of preconfigured storage space.

    ii. Upon your request, the TAM will provide you with a response time report for storage Emergency Change Requests for the previous calendar month.

EXHIBIT G: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Printed Name: Deonte J. Watters

Organization: Mythics, Inc.

Date: 03.01.2017

EXHIBIT H

Supplier Procurement and Subcontracting Plan

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the contract award date to participate in the SWAM program. Certification applications are available through DSBSD online at http://www.sbsd.virginia.gov/**.**

Offeror Name: Mythics, Inc.

Preparer Name: Brandon Pace   Date: 07.13.2016

Instructions

A. If you are certified by the DSBSD as a small business or as a micro business, complete only Section A of this form. This shall include DSBSD-certified women, minority, or service-disabled veteran-owned businesses when they have received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form.

Section A

If your firm is certified by the DSBSD, are you certified as a (**check all that apply**):

_____ Small Business
_____ Small and Women-owned Business
_____ Small and Minority-owned Business
_____ Small Service Disabled Veteran-owned Business
_____ Micro Business
_____ Micro Business and Women-owned Business
_____ Micro Business and Minority-owned Business
_____ Micro Service Disabled Veteran-owned Business

Certification Number: _____
Certification Approval Date: _____
Certification Expiration Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified SWaM businesses and Non-SWaM businesses directly performing the Requirements of this contract. This shall not exclude DSBSD-certified micro businesses or women, minority, or service disabled veteran-owned businesses when they have received the DSBSD small business certification. Include as well businesses which ARE NOT SWaM businesses that will be utilized in directly performing the Requirements of this contract. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Business Name Address DSBSD Certificate #(Leave certificate number blank if Non-SWaM)	SWaM Status code (enter all that apply) Small Business (S) Women (W) Minority (M) Service-Disabled-Veteran (D) Micro Business (O) Non-SWaM (NS)	Contact Person, Telephone & Email	Type of Goods and/or Services
M&S Consulting, LLC 492 Aspen Street Morgantown, WV 26505 Certification Number: 717892 Certification Approval Date: 10/29/15 Certification Expiration Date: 10/29/18	S,W,M	Sanu Chadha (202) 427-8612 Sanu.chadha@Mndsconsulting.com	Information Technology and Management Consulting
Axis Global Enterprises 2824 Shipps Corner Road Virginia Beach, VA 23453 Certification Number: 687110 Certification Expiration Date: 04/04/19	S, M, D, 8a	Josh Canada 757-613-2737 757-857-4777 jcanada@axisge.com	Oracle Software, Software, Security services, Video Services, Consulting, Cyber Security Life Safety
SWaM Overall Commitment Percentage **Please state here the overall commitment percentage for DSBSD-certified SWaM businesses directly performing the Requirements of this Contract:** **Note: The percentage above ONLY APPLIES to DSBSD-certified SWaM businesses who are directly performing the Requirements of this Contract. Do not include in the percentage any businesses performing the Requirements of this Contract that are non-SWaM businesses.**			15%

EXHIBIT I

Education Services Agreement

This agreement sets forth terms and conditions between you and Mythics, Inc. regarding the purchase of Oracle Education Services, Learning Credits or Programs.

A.   All purchases of training services and products are non-refundable. All fees payable to Mythics are due within thirty (30) days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Mythics must pay based on the programs and/or services you ordered, except for taxes based on Mythics income. If your organization is tax exempt, please provide Mythics with a copy of you tax exemption form with your order.

B. Oracle Class Cancellation/Reschedule Policy is set forth at:

http://www.oracle.com/us/education/termspolicies060112-1587247.html.   Regarding   any provisions related to governing law, if there are any inconsistencies between the terms and conditions of the VITA contract and any other agreement incorporated herein by reference, the terms and conditions of the VITA contract shall prevail.

C. You and Mythics agree that the terms and pricing of this agreement and accompanying quotation may not be disclosed without the other's prior written consent unless required by applicable law.

D. You agree that this Quotation and Education Services Agreement is the complete agreement for the Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Mythics.

E. Any third party firms retained by you to provide computer consulting services are independent of Oracle and are not Oracle's agents and oracle is not liable nor bound by any acts of any such third party firm. Oracle is not required to perform any obligations or incur any liabilities not expressly agreed to in this agreement between you and Mythics. Oracle shall not be required to perform any obligations or incur any liability not expressly set forth herein.

F. You agree that you have not relied on the future availability of any software programs or updates in entering into this agreement and that Oracle is a third party beneficiary of this agreement.

G. The Uniform Computer Information Transactions Act shall not apply to this agreement.