



State of Oklahoma

Office of Management and Enterprise Services

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**STATE OF OKLAHOMA  
MASTER AGREEMENT FOR PRODUCTS AND/OR SERVICES**

This State of Oklahoma Master Agreement for Products and/or Services (including all exhibits, attachments and schedules hereto, as the same may be amended, modified and/or restated from time to time the "General Terms Agreement") is entered into between Oracle America, Inc. ("Vendor" or "Oracle") with its principal place of business at 500 Oracle Parkway, Redwood Shores, California and the State of Oklahoma ("State") by and through the Office of Management and Enterprise Services and is effective as of the 21st day of November, 2016 ("Effective Date").

The parties agree to the terms and conditions as follows:

**1. Scope**

This General Terms Agreement incorporates the negotiated terms and conditions between the parties and includes Schedule C (Public Sector Cloud Services Schedule) in the form of Exhibit A; Schedule H (Public Sector Hardware Schedule) in the form of Exhibit B; Schedule P (Public Sector Program Schedule) in the form of Exhibit C; Schedule S (Public Sector Services Schedule) in the form of Exhibit D; Exhibit E, Product/Price List; and Exhibit F, Services/Price List, all of which are attached hereto and incorporated herein.

**2. Order of Precedence**

- A. The order of precedence of Contract Documents: subject to clause D. below, the applicable Oracle ordering document; the Schedules; the remainder of the General Terms Agreement; other mutually agreed Contract Documents; and a properly issued purchase order related hereto; provided, however, that no terms included in any such purchase order shall apply to the Products and/or Service Offerings ordered thereunder. An Addendum shall take precedence over the Contract Document that it restates or modifies.

- B. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.
- C. [Intentionally Omitted].
- D. For the avoidance of doubt, (i) the only URLs (which includes any URLs linked to the original URL or subsequent URLs) applicable to this General Terms Agreement are those URLs which pertain to the subject matter of the provisions or definitions of this General Terms Agreement in which the original URL was found or referenced and (ii) no financial obligation of the State or Customers to Vendor shall be negatively affected by any change in any URLs. Notwithstanding the foregoing, (i) in the event of any inconsistencies between the terms of an ordering document and this General Terms Agreement, the order shall take precedence; however, unless expressly stated otherwise in an ordering document, the terms of Sections 9 (Termination for Non-appropriation), 11 (Choice of Law), 14 (Force Majeure), 15 (Termination for Cause), 16 (Termination for Convenience), 26 (Confidentiality), 35 (Intellectual Property Infringement Indemnification), 36 (Indemnification for Bodily Injury and Tangible Personal Property Damage), 37 (Limitation of Liability), shall take precedence over any inconsistent terms in an order and (ii) to the extent an ordering document sets forth transaction-specific terms that were expressly negotiated by the parties to the ordering document, such transaction-specific terms in the ordering document shall control.

### **3. Definitions**

The parties agree that, when used in the Contract, the following terms are defined as set forth below:

#### **A. Acquisition**

The term ("Acquisition") means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.

#### **B. Addendum**

The term ("Addendum") means a written restatement of or modification to a Contract Document executed by the Vendor and State or Customer, as applicable .

#### **C. Contract**

The term ("Contract") means this General Terms Agreement, as may be amended from time to time, which together with the applicable Contract Documents,

evidences the final agreement between the parties with respect to the statewide contract identified above. The Contract governs Customer's use of the Products and Service Offerings ordered from Oracle or an authorized reseller selling such Products and Service Offerings under the Contract.

**D. Contract Document**

The term ("Contract Document") means this General Terms Agreement; the information which is incorporated into this General Terms Agreement or an Oracle ordering document, in each case, by written reference (including reference to information contained in a URL specifically identified in this Agreement (which, for the avoidance of doubt, includes information contained in any URLs linked to the original URL or subsequent URLs) or referenced policy specifically identified in this General Terms Agreement or such Oracle ordering document); attachments to this General Terms Agreement; any statement of work, work order, or other similar ordering document related hereto and executed by the Vendor and State or Customer, as applicable; any purchase order related hereto; other mutually agreed documents; and any Addendum to any of the foregoing.

**E. Customer**

The term ("Customer") means the State, including any agency thereof; any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the political subdivision; and tribal entities authorized to utilize contracts awarded by the State via a multi-governmental contract.

**F. Destination**

The term ("Destination") means Hardware delivered to the receiving dock or other point specified in the applicable Contract Document.

**G. Hardware**

The term ("Hardware") means the computer equipment, including components, options, and spare parts.

**H. Indemnified Parties**

The term ("Indemnified Parties") means the State of Oklahoma and Customers, and/or their officers, employees, and representatives.

**I. Integrated Software**

The term ("Integrated Software") means any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the

Hardware or (b) specifically provided to Customer by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Customer's Hardware. Integrated Software does not include and Customer does not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle.

**J. Operating System**

The term ("Operating System") means the software that manages Hardware for Programs and other software.

**K. Products**

The term ("Products") means Programs, Hardware, Integrated Software and Operating System.

**L. Programs**

The term ("Programs") means (a) the software owned or distributed by Oracle that Customer has ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases)

**M. Program Documentation**

The term ("Program Documentation") means the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. Customer may access the documentation online at <http://oracle.com/documentation>.

**N. Purchase Card**

The term ("Purchase Card") means commercial purchase card to facilitate the acquisition of goods and services necessary for conducting official State business.

**O. Schedule**

The term ("Schedule") means all Oracle Schedules to the General Terms Agreement as identified in Section 1 and others that may be added to the Contract by an Addendum.

**P. Separate Terms**



The term ("Separate Terms") means separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

**Q. Separately Licensed Third Party Technology**

The term ("Separately Licensed Third Party Technology") means third party technology that is licensed under Separate Terms and not under the terms of this General Terms Agreement.

**R. Service Offerings**

The term ("Service Offerings") means technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which Customer has ordered. Such Service Offerings are further described in the applicable Schedule.

**4. Term of Contract**

- A. The initial term of the Contract shall be one (1) year commencing on the Effective Date. Prior to expiration of the then-current term, the State and Vendor may extend the Contract, upon mutual agreement, for an additional one (1) year term. The Contract may not be extended for more than four (4) optional one-year terms (each a "renewal option period"). Notwithstanding the expiration or termination of the Contract, each ordering document issued and executed under the Contract shall continue to be in full force and effect, and the terms of the Contract shall continue to apply thereto, in each case, unless and until such ordering document has expired or been terminated.
- B. The State, at its sole option, may extend the Contract for ninety (90) days beyond the final renewal option period, at the prices set forth in Exhibits E and F in effect for the final renewal option period. If this option is exercised, the State shall notify Oracle in writing at least thirty (30) days prior to the expiration of the final renewal option period.

**5. Ordering, Inspection and Acceptance**

- A. Customer must execute an Oracle ordering document and issue an approved written purchase order to order any Products or Service Offerings under this Agreement and Vendor will promptly process such order. There is no limit on the number of purchase orders that may be issued. Delivery to multiple destinations may be required. All orders are governed by the terms and conditions of the Contract.

- B. Service Offerings will be performed in accordance with the terms of the applicable Schedule and ordering document. The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to this General Terms Agreement. For fixed price consulting engagements only, Oracle and the Customer may, in the applicable ordering document, negotiate and agree to an acceptance provision regarding the delivery of applicable deliverables.
- C. All Products to be delivered pursuant to the Contract shall be delivered in accordance with the terms of the applicable Schedule and ordering document, subject to, in the case of fixed price consulting engagements and Acquisitions of Hardware, the terms of the applicable acceptance provision (if any).

## **6. Product and Services Scope**

### **A. Products**

Products available under the Contract and associated prices, including applicable price discounts, include but are not limited to, those Oracle Products listed at Exhibit E.

### **B. Services**

Service Offerings available under the Contract and associated prices, including applicable price discounts, include but are not limited to, those Oracle Services listed at Exhibit F.

## **7. Pricing**

- A. The pricing information contained in Exhibits E and F may be updated from time to time upon mutual written agreement. Customers may negotiate more advantageous pricing in connection with an Acquisition provided a copy of such better pricing is furnished to the State upon request.
- B. Pursuant to Section 6.A. of the Oklahoma Constitution and 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Customers under the Contract that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Further, such Customers and Customers that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Customers that are not State agencies must provide Vendor with a tax exemption certificate or evidence of legal authority for such tax exemption, if applicable. Any taxes of any nature whatsoever payable by the Vendor shall not be reimbursed by an Oklahoma state

agency. Vendor will not pay any taxes on Customer's behalf if Customer provides Oracle with an applicable tax certificate of exemption.

- C. Pursuant to 74 O.S. § 85.40, all travel expenses of Vendor must be included in the total Acquisition price.
- D. The price to the Customer under the Contract shall include and Vendor shall prepay all shipping, packaging, delivery and handling fees. All deliveries of Hardware will be Free on Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **8. Invoices and Payment**

- A. Vendor shall be paid upon submission of a proper invoice(s) to the Customer at the prices stipulated in the applicable Contract Document, which requires that payment be made only after products have been delivered or services rendered unless otherwise set forth in the Contract or applicable schedule thereto. For purposes of this Section 8.A., an invoice shall be deemed to be "proper" if it contains each of the following: (1) the purchase order number; (2) Vendor's remittance details and Federal Tax Identification Number; (3) total invoice price; and (4) payment terms.

The following terms additionally apply:

- (i) Invoices shall contain the purchase order number;
- (ii) Failure to provide a proper invoice may result in delay of processing the invoice for payment;
- (iii) Payment of all fees under the Contract shall be due thirty (30) days from the date of a proper invoice, provided that solely for purposes of 62 O.S. § 34.72, payment shall not be considered late if paid within forty-five (45) days. Interest on late payments is governed by 62 O.S. § 34.72;
- (iv) If a Customer believes in good faith that an overpayment or underpayment has been made to Vendor, the Customer will promptly provide Vendor with written notification thereof, and the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President (or equivalent level) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the

seeking of equitable relief, may begin until either Vice President (or equivalent level) concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The party concluding that resolution through continued discussion is unlikely will provide notice thereof to the other party. In addition, the parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph;

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

B. The Vendor will accept payment from any Customer by Purchase Card.

## **9. Termination for Non-appropriation**

The State may terminate its obligation to pay amounts due hereunder in a subsequent fiscal period if funds sufficient to pay such amounts are not (a) appropriated by the applicable state legislature, federal government or other appropriate government entity in such fiscal period or (b) received in such fiscal period from a previously committed federal grant. Similarly, a Customer may terminate any ordering document if funds sufficient to pay amounts due thereunder in a subsequent fiscal period are not (x) appropriated by the applicable state legislature, federal government or other appropriate government entity in such fiscal period or (y) received in such fiscal period from a previously committed federal or State grant. In the event of such insufficiency, Vendor will be provided thirty (30) calendar days written notice of intent to terminate, together with reasonable details regarding the non-appropriation of funds, as reasonably requested by Vendor or as mandated by applicable law. The determination by the State or Customer, as applicable, as to whether sufficient appropriations are available shall be accepted by Vendor as final and binding. Notwithstanding the foregoing, (1) with each executed order, Customer must have provided both of the following: (a) a signed ordering document referencing the Contract, and (b) a purchase order; and (2) Customer's signature on an ordering document referencing the Contract and issuance of a purchase order by Customer shall signify to Vendor that all funds for the order, which funds are or will become, pursuant to such order, due and payable in the then current fiscal year, have been fully appropriated (or, in the case of a federal or State grant, have been fully received) and are available and no longer subject to any appropriations contingency (or, the case of a federal or State grant, are available and no longer subject to rescission). In the event of such termination, the Customer will not be considered to be in default or breach under the Contract nor shall it be liable for any further payments ordinarily due

under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. Notwithstanding the foregoing, (i) each Customer agrees to pay for all Products delivered and Service Offerings performed (subject to, in the case of fixed price consulting engagements and Acquisitions of Hardware, the terms of the applicable acceptance provision (if any)) prior to Vendor's receipt of such Customer's notice of non-appropriations and (ii) the State's or applicable Customer's right to use any part of the Products shall terminate on the last day of the fiscal period for which appropriations were received or other date agreed to by the parties.

## **10. Notices**

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing and deemed delivered upon receipt. Such notices shall be sent to the respective party at the physical or e-mail address set forth below, which may be updated in writing to the other party as necessary; provided, however, breach and termination-related notices shall not be delivered via e-mail.

### **If sent to the State:**

State Purchasing Director  
5005 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

### **With a copy, which shall not constitute notice, to:**

Central Purchasing Deputy General Counsel  
5005 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

### **If sent to Vendor:**

If Customer wishes to provide a notice under the Indemnification section of this General Terms Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

## **11. Choice of Law**

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract, or any of the Contract Documents shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.



## **12. Choice of Venue**

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Contract, or any of the Contract Documents, shall be in Oklahoma County, Oklahoma. Further, the State does not waive (i) subject to the terms of the Contract (including, without limitation, Section 37 (Limitation of Liability) of hereof), any other right or defense available to the State and (ii) the doctrine of sovereign immunity to the extent authorized by the Constitution and laws of the State of Oklahoma; provided, however, that the parties hereby agree that the doctrine of sovereign immunity does not apply to actions grounded in contract and therefore does not prohibit Oracle from pursuing claims arising under the Contract against the State and Customers in State or federal courts located in Oklahoma County, Oklahoma.

## **13. Conflict of Interest**

No Vendor personnel may voluntarily acquire any personal interest that conflicts with the Vendor's responsibilities under this General Terms Agreement. Additionally, Vendor will not knowingly permit any public official or public employee who has any responsibilities related to this General Terms Agreement to acquire an interest in anything or any entity under the Vendor's control, if such an interest would conflict with that official's or employee's duties. Vendor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this General Terms Agreement. Vendor will take all reasonable steps to ensure that such a person does not participate in any action affecting the work under this General Terms Agreement, unless the State has determined that, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

## **14. Force Majeure**

Either party shall be excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party, or any law, order or requirement of any governmental agency or authority provided the party shall use commercially reasonable efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall, to the extent reasonably practicable, promptly notify the other party of its reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans take, to mitigate the effects of the force majeure

event. Subject to the conditions set forth above, such non-performance shall not be deemed a default. If such event continues for more than thirty (30) days, either a Customer or the Vendor may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for Products and Service Offerings although, for the avoidance of doubt, the timeliness of payment could be affected by a force majeure event.

## **15. Termination for Cause**

- A.** Vendor may terminate the Contract in the event (i) it has provided the State with written notice of breach of a material term of the Contract and (ii) the State fails to cure such breach within thirty (30) days of receipt of written notice. The State may terminate the Contract in whole or in part in the event (i) it has provided Vendor with written notice of breach of a material term of the Contract, and (ii) Vendor fails to cure such breach within thirty (30) days of receipt of written notice. Similarly, a Customer may terminate its obligations, in whole or in part, to Vendor if it has provided Vendor with written notice of a breach of a material term of the Contract and Vendor fails to cure such breach within thirty (30) days of receipt of written notice. Vendor may terminate an ordering document in the event (i) it has provided the Customer with written notice of breach of a material term of the ordering document and (ii) the Customer fails to cure such breach within thirty (30) days of receipt of written notice. 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. The State and Customer agree that if State or Customer is in default under the Contract, the State or Customer may not use those Products or Service Offerings ordered if the breach remains uncured after the cure period. If the State or Customer has used a contract with Vendor or an affiliate of Vendor to pay for the fees due under an order and State or Customer is in default under that contract, State or Customer may not use the Products and/or Service Offerings that are subject to such contract.
- B.** If the Contract or certain obligations under the Contract are terminated, the Customer shall pay within thirty (30) days all amounts which have accrued and are attributable to such Customer prior to the end of the Contract or obligations, as applicable; provided that solely for purposes of 62 O.S. § 34.72, payment shall not be considered late if paid within forty-five (45) days. In no event shall a Customer be liable to the Vendor for compensation for any Products or Service Offerings not (i) requested by the Customer or (ii) in the case of fixed price consulting engagements and the Acquisition of Hardware, accepted by the Customer pursuant to the terms of the applicable acceptance provision (if any).

## **16. Termination for Convenience**

- A.** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. The State shall deliver to the Vendor a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the State.
- B.** The Customer may terminate a purchase order for convenience if it is determined that termination is in the Customer's best interest. The Customer shall deliver to the Vendor a written notice of termination of convenience specifying the terms and effective date of termination. The purchase order termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the Customer.
- C.** If the Contract or certain obligations under the Contract are terminated, Customer agrees Customer must pay within 30 days all amounts which have accrued prior to the end of the Contract or obligations, as applicable; provided that solely for purposes of 62 O.S. § 34.72, payment shall not be considered late if paid within forty-five (45) days. In no event shall a Customer be liable to the Vendor for compensation for any Products or Service Offerings not (i) requested by the Customer or (ii) in the case of fixed price consulting engagements and Acquisitions of Hardware, accepted by the Customer pursuant to the terms of the applicable acceptance provision (if any).

## **17. Modification of Contract Terms and Addendums**

- A.** The terms and conditions of this General Terms Agreement and the applicable Contract Documents shall govern all transactions by Customers under the Contract. The Contract may only be modified, amended, or expanded by an Addendum.
- B.** No Customer has the authority to modify the terms of the Contract except in connection with a particular Acquisition by Customer provided no additional term or condition added in connection with a particular Acquisition diminishes a term or condition of the Contract. Contract Documents in connection with such an Acquisition shall be effective between Vendor and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.

**18. Invalid Term or Condition**

To the extent any term or condition in the Contract is finally determined by a court of competent jurisdiction to conflict with an applicable Oklahoma and/or United States law or regulation, such Contract term or condition shall, to the extent in conflict, be deemed void and unenforceable and, to the extent possible, such term shall be replaced with a term consistent with the purpose and intent of the Contract. By executing any Contract Document which contains a term or condition finally determined by a court of competent jurisdiction to conflict with applicable law, Customer makes no representation or warranty regarding the enforceability of such term or condition and Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the Contract term or condition.

**19. Audits and Records Clause**

- A. For a period of five (5) years from the effective date of an ordering document under this General Terms Agreement, the State shall have the right to audit records relating to invoices and payments for Products and Services provided to the State thereunder, upon reasonable written notice to Vendor, no more than one time per year, at the State's cost, and provided that such audit does not unreasonably interfere with Vendor's normal business operations. The State 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 Vendor's standard nondisclosure terms and to utilize standard audit software.
- B. As used in clause A above, "records" includes books, documents, invoices, and documented accounting procedures and practices.

**20. Compliance with Applicable Laws**

- A. As long as Vendor has an obligation under the terms of the Contract and in connection with performance of its obligations, the Vendor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended ("laws"), to the extent that such laws, by their terms, are applicable to Vendor's delivery of Products and Service Offerings and imposes obligations directly upon Vendor in its role as an information technology services provider with respect to the Products and Services performed under this Contract, including but not limited to the following:
  - (i) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;

- (ii) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- (iii) 1964 Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- (iv) Anti-Lobbying Law set forth at 31 U.S.C. § 1352 and as implemented at 45 C.F.R. part 93;
- (v) Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify); and
- (vi) Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

- B. If any federal funds are to be used to compensate or reimburse Vendor under an ordering document, Vendor agrees to comply with any and all federal laws to the extent that such laws, by their terms, are applicable to Vendor's delivery of Products and Service Offerings under such ordering document and impose obligations directly upon Vendor in its role as an information technology services provider with respect to the Products and Services performed under such ordering document. If any Acquisition by a Customer is to be funded in whole or in part by federal funds, Customer agrees to provide written notification thereof to Vendor in advance of such Acquisition.
- C. The Vendor shall maintain all applicable licenses and permits required by applicable law or the Contract for the performance by Vendor of this Contract.
- D. The Vendor shall inform its employees, affiliates and subcontractors, if applicable, who provide Products or perform services under the Contract of the Vendor's obligations under the Contract and shall require compliance with this Section 20 accordingly.



- E. As applicable, Vendor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

## **21. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The Vendor certifies that as of the effective date of this Contract the Vendor:

- A. Is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded by any United States federal, state or local department or agency;
- B. Has not within a three-year period preceding the Contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (United States federal, state or local) contract; for violation of United States federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property;
- C. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (United States federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and
- D. Has not within a three-year period preceding this Contract had one or more public (United States federal, state or local) contracts terminated for cause or default.

The certifications set forth in this section 21 are limited to Oracle America, Inc. and the actions of its acquired companies after the dates of their acquisition.

## **22. Employment Relationship**

The Contract does not create an employment relationship between the parties. Individuals performing Services required by the Contract are not employees of the State or any Customer. The Vendor's employees shall not be considered employees of the State nor of any Customer for any purpose, and accordingly shall not be eligible for rights or benefits accruing to such employees.

## **23. Publicity**

Vendor acknowledges and agrees that the existence of the Contract or any Acquisition thereunder is not in any way an endorsement by the State or any Customer of Vendor, the Products or the Services and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which the connection of the State or any Customer therewith may, in the State's reasonable judgment, be inferred or implied as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release for public consumption any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract without obtaining the prior written approval of the State.

**24. Maintenance of Insurance, Payment of Taxes, and Worker's Compensation**

A. Vendor shall procure at its own expense, and, as required below, provide proof of, insurance coverage with the applicable liability limits set forth below. Such proof of coverage shall be provided to the State within five (5) business days of execution of the Contract if Services will be provided by any of Vendor's employees, agent or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of work for Customers. Vendor may not commence performance of such services hereunder until such proof has been provided. Additionally, upon written request of the State, Vendor shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Vendor's obligation to maintain insurance coverage under the Contract is a continuing obligation through the term of the Contract and each order executed between Vendor and the State hereunder. The minimum acceptable insurance limits of liability are as follows:

- (i) Worker's Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- (ii) Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (iii) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence and in the aggregate, with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;

- (iv) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
  - (v) Additional coverage required by the State in writing in connection with a particular Acquisition as requested by the State in a written notice delivered to Vendor prior to the execution of the ordering document for such Acquisition.
- B. Vendor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Vendor, its employees, or agents and, to the extent Vendor is legally responsible, for the liability and payment of taxes payable by or assessed to Vendor's subcontractors of whatever kind, in each case, in connection with the Contract. Unless required by applicable law, neither a Customer nor the State shall be liable to Vendor, its employees or its agents, for the payment of taxes or the provision of unemployment insurance and/or Worker's Compensation or any benefit available to a State or Customer employee.

## **25. Open Records Act**

Vendor acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. 24A, as may be amended (the "Act"). Vendor also acknowledges that such Customers will comply with the Act and with all opinions of the Oklahoma Attorney General concerning the Act. Nothing shall prevent either party from disclosing Confidential Information to a governmental entity as required by law. Customer agrees to provide Vendor reasonable notice prior to disclosing any Vendor Confidential Information in response to a valid request made pursuant to the Act to allow Vendor to seek injunctive relief or such other relief as may be appropriate.

## **26. Confidentiality**

- A. By virtue of the Contract, the parties may have access to information that is confidential to one another as clearly identified in writing as confidential at the time of disclosure ("**Confidential Information**"). The parties agree to disclose Confidential Information to employees and subcontractors only and only to the extent required for the performance of obligations under the Contract.
- B. 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.

- C. Subject to applicable law, the parties agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. Confidential Information may be disclosed only to those employees of third parties who necessarily need the Confidential Information in order to perform obligations under the Contract and such third parties shall be required to protect it against additional disclosure. Nothing shall prevent either party from disclosing the terms or pricing under the Contract or orders submitted under the Contract in any legal proceeding arising from or in connection with the Contract or disclosing the Confidential Information to a governmental entity as required by law.
- D. The Vendor further agrees to evidence its confidentiality obligation in a separate writing if required under applicable federal or State laws, rules and regulations. If Vendor utilizes a subcontractor, Vendor shall obtain specific written assurance, and provide a copy to the State or Customer, as applicable, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Vendor, to the extent applicable.
- E. Nothing shall prevent either party from disclosing the terms or pricing under the Contract in any legal proceeding arising from or in connection with the Contract or disclosing the Confidential Information to a governmental entity as required by law. In the event any party receives a valid request for Confidential Information of another party, the party receiving the request shall provide the other party with reasonable notice of such request and give an opportunity to object to or limit any such disclosure and shall, to the extent the parties' interests are aligned, reasonably cooperate with efforts to protect the security and confidentiality of the Confidential Information.
- F. To the extent a Customer requires Vendor to access personal information (including without limitation health, payment card or other sensitive personal information) to perform Service Offerings under an order, the parties agree to specify any security measures applicable to Vendor's treatment of such data in the order for such Service Offerings.

## **27. Security of Premises, Equipment, Data and Personnel**

Each party agrees to comply with the other party's safety and security policies while on the other party's premises to the extent that such policies do not violate any law, statute, ordinance, rule or regulation of any government or governmental body and provided that the other party provides such policies in writing in advance to the party, that such policies do not require drug testing or background checks beyond those required (if any) under the Contract, and that such policies are not part of and do not modify or amend the Contract.

**28. Background Checks and Criminal History Investigations**

- A. Background checks are performed on all new hires (hired on or after January 1, 2003) in the United States. Outside of the United States, the company's ability to conduct background checks is subject to local legislation and local Oracle policy. Oracle utilizes a third party to perform background checks on candidates for job positions. In the United States, the background check is used to ascertain a candidate's education, previous employment (within the last seven years), and a criminal record (within the last seven years). In general, international transfers and individuals with valid government issued security clearance are not subject to a background check. General HR processing and procedural variances may apply to existing employees of companies acquired by Oracle.

Oracle's supplier agreements require the suppliers to perform background screening of non-direct Oracle workers (sub-contractors) before releasing an individual for assignment with Oracle to the extent permitted by local law.

Subject to applicable laws, Oracle disqualification guidelines and exemptions include but are not limited to conviction of a felony, criminal conviction history of violence, theft, and possession, sale or use of illegal or controlled substances, except where a diversion program was successfully completed and the case was discharged or judicially dismissed.

- B. If the Customer requires additional background checks beyond Vendor's normal hiring practices, such checks or investigations shall be noted at the time of the proposal effort, and the Vendor and the Customer may negotiate and agree on additional background checks, including terms governing the removal, reassignment, or rejection of employees or subcontractors who have failed such specified checks.

**29. Assignment and Permitted Subcontractors**

- A. 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 the Contract without the prior written consent of the State which may be withheld at



the State's sole discretion. Should Vendor assign its rights to payment, in whole or in part, under the Contract, Vendor shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall contain details sufficient for the State and affected Customers to perform its payment obligations without any delay caused by the assignment.

- B.** Customer may not assign the Contract or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity; provided, however, where the transferee is a state agency ("state agency transferee"), no written consent from Vendor is necessary in the event of a legislative mandate to transfer the Contract, or a portion thereof, from one state agency to the state agency transferee. With respect to any assignment to a state agency transferee, the State agrees (i) to provide Oracle prior notice of such assignment and (ii) that upon such assignment, the state agency transferee shall agree in writing to the terms and conditions of the Contract. If Customer grants a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if Customer decides to finance Customer's acquisition of any Products and/or any Service Offerings, Customer will follow Vendor's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights Customer may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.
- C.** Vendor may retain a third party ("Subcontractors") to perform on site services under the Contract; provided, however, that Vendor shall provide Customer with prior written notification of any Subcontractor which Vendor wishes to retain. Any proposed subcontractor shall be identified by entity name, and by employee name if required by the particular Acquisition and shall include the nature of the services to be performed. Customer must notify Vendor in writing of its approval or disapproval of such Subcontractor(s) within ten (10) business days of receiving such notification; provided, however, should Customer request additional information with respect to the proposed Subcontractor or its employee(s), the ten (10) business day period will not begin until the additional information has been provided or the request has been rescinded. Customer's failure to notify Vendor in writing within such ten (10) business day period will be deemed an acceptance of such Subcontractor(s). To the same extent as Vendor is responsible for the performance of its employees under the Contract, including confidentiality provisions therein, Vendor shall be responsible for the performance of services under the Contract by any Subcontractors engaged by Vendor to perform such

services. Customer acknowledges that Vendor may use subcontractors to provide project support from remote locations. Approval of a Subcontractor or an employee thereof may be revoked in instances of poor performance, misconduct or for other similar reasons.

- D. All payments under the Contract shall be made directly to Vendor or an authorized reseller, as applicable. No payment shall be made to Vendor or an authorized reseller for performance by disapproved employees of a Subcontractor.

**30. Failure to Enforce**

Failure by Vendor, the State or a Customer, as applicable, at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of Vendor, the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

**31. [Intentionally Omitted]**

**32. Mutual Responsibilities of the Parties**

- A. Neither the State nor the Vendor grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Contract is a non-exclusive contract, and each party is free to enter into similar agreements with others.
- C. The Customer and Vendor each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either a Customer, the State or the Vendor is required under the Contract, such action shall not be unreasonably delayed or withheld.

**33. Statewide Administrative Fee**

As provided in the Oklahoma Central Purchasing Act, the State assesses a contract management fee on all Acquisitions transacted by any entity under a statewide contract. Payment will be calculated for all Acquisitions, net of returns and credits. Vendor

acknowledges and agrees that all prices quoted under the Contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Vendor's billing to Customers.

#### **34. Statewide Administrative Reporting**

If and as long as Vendor is the awardee of a statewide contract, Acquisitions that occur under the terms of the Contract are subject to a one percent (1%) contract management fee to be paid by Vendor (on behalf of itself and on behalf of authorized resellers). Vendor shall submit a Contract Usage Report ("Report") on a quarterly basis using a form provided by the State and such Report shall include applicable information for each Acquisition. Reports shall include usage of the Contract by every Customer. Reports provided late will not be considered a breach of the Contract; provided, however, continuous failure to submit quarterly usage reports may result in termination of the Contract.

All Contract Usage Reports shall meet the following criteria:

- A. Reports must be submitted electronically in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov);
- B. Reports shall be submitted quarterly regardless of whether there were Acquisitions under the contract during the applicable quarterly reporting period;
- C. Reports must be submitted no later than forty-five (45) days following the end of each calendar quarter;
- D. Contract quarterly reporting periods shall be as follows:
  - (i) January 01 through March 31;
  - (ii) April 01 through June 30;
  - (iii) July 01 through September 30; and
  - (iv) October 01 through December 31.

Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma  
Office of Management and Enterprise Services

5005 North Lincoln Boulevard, Suite 200  
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Vendor shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable State contract number(s) and the amount of the contract management fee being paid for each contract number.

**35. Intellectual Property Infringement Indemnification**

A. Vendor shall defend and indemnify the Indemnified Parties, as applicable, from any and all liability, including costs and expenses (including attorney fees that may be awarded by the court to the third party claiming infringement or included in the settlement with such third party that is agreed to by Vendor), for actions, claims, demands and suits arising out of, or resulting from any and all third party claims of infringement of United States patents, copyrights, trade and service marks, and any other intellectual property rights in connection with Products and Service Offerings provided under the Contract; provided that the Customer:

- (i) notifies Vendor promptly in writing, not later than 30 days after Customer receives notice of the claim (or sooner if required by applicable law);
- (ii) to the extent permitted by law, gives Vendor sole control of the defense and any settlement negotiations; provided, however, that without Customer's written consent, Vendor may not (a) admit that Customer has any liability, (b) obligate Customer to pay any non-reimbursable sum or (c) make any admission of a wrongdoing by Customer in conjunction with the defense or as a result of the settlement of the claim.
- (iii) gives Vendor the information, authority and reasonable assistance Vendor needs to defend against or settle the claim; reasonable out-of-pocket expenses incurred by the Customer in providing such assistance will be reimbursed by Vendor.

Should any third party make a claim that any Product or Service Offering provided by Vendor under the Contract infringes that third party's intellectual property rights, Vendor shall obtain a license for continued use or modify the affected Product or Service Offering to be non-infringing (while substantially preserving its utility or functionality) or, if these alternatives are not commercially reasonable, Vendor may end the license for, and require return of, the applicable Product or Service Offering, or portion thereof (the "Infringing Material"), and refund any fees the Customer may have paid to the other party for it and any unused, prepaid technical support fees Customer has paid to Vendor for the license of the infringing Program, if any; provided, however, that if the program

documentation for another Program licensed by the Customer under the same ordering document as the Infringing Material (the "Other Program") specifies that the Other Program is functionally dependent upon the Infringing Material, then the Customer may also recover fees paid to Vendor for such Other Program license, provided that the Customer agrees to end the license for such Other Program and return it to Vendor. Notwithstanding the above and with respect to hardware only, if Vendor believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Vendor may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the replacement value and any unused, prepaid technical support fees Customer has paid to Vendor for the Hardware, if any.

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



- C. **This Section 35 states the parties' entire liability and exclusive remedy with respect to infringement.**

**36. Indemnification for Bodily Injury and Tangible Personal Property Damage**

Vendor shall defend and indemnify the Indemnified Parties, as applicable, from any and all liability, including costs and expenses (including attorney fees that may be awarded by the court to the third party claiming infringement or included in the settlement with such third party that is agreed to by Vendor), for actions, claims, demands and suits arising out of, or resulting from any action or claim for bodily injury, death, or damage to tangible personal property brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Vendor or a person employed by Vendor (i.e., as an employee or independent contractor) while performing or participating in services under an ordering document provided however that, (a) the obligation to indemnify Indemnified Parties shall only arise if such actions or omissions were not proximately caused by the action or omission of the Indemnified Party or any third party; (b) an affected Indemnified Party notifies Vendor within thirty (30) days of the receipt of a claim; (c) to the extent permitted by law, Vendor has sole control of the defense and all related settlement negotiations, provided, however, that without Indemnified Party's written consent, Vendor may not (i) admit that Indemnified Party has any liability, (ii) obligate Indemnified Party to pay any non-reimbursable sum or (iii) make any admission of a wrongdoing by Indemnified Party in conjunction with the defense or as a result of the settlement of the claim; and (d) the affected Indemnified Party gives Vendor the information, authority, and reasonable assistance necessary to perform the above; reasonable out-of-pocket expenses incurred by the Customer in providing such assistance will be reimbursed by Vendor. As used in this Section, the term "tangible personal property" shall not include software, documentation, data or data files. Vendor shall have no liability for any claim of bodily injury and/or tangible personal property damage arising from the unintended use of software or hardware. **This subsection states the parties' entire liability and exclusive remedy for bodily injury, death and property damage.**

**37. Limitation of liability**

- A. With respect to any claim or cause of action arising under or related to the Contract, or arising in tort or otherwise, neither party, including any Customer, shall be liable for any lost profits, lost sales, lost revenue, loss of data or data use, or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive,

special or consequential damages, even if it is advised of the possibility of such damages. Except for liability related to indemnity obligations set forth in Sections 35 and 36 above, Oracle's maximum liability for any damages arising out of or related to the Contract or any order, whether in contract or tort, or otherwise, shall be limited to (i) with respect to Cloud Services (as defined in Schedule C attached hereto as Exhibit A), the total amounts actually paid by the Customer to Oracle for the Cloud Services under the order giving rise to such liability in the twelve (12) month period immediately preceding the event giving rise to the liability and (ii) for all other Products and Service Offerings, the amount of fees the Customer paid Oracle under the applicable Contract Document (i.e., Schedule and ordering document) giving rise to the liability and if such damages result from the Customer's use of Products or Service Offerings, such liability shall be limited to the fees the Customer paid Oracle for the deficient Product or Service Offering giving rise to the liability. Customers and Oracle may negotiate higher limitations of liability in an Oracle ordering document.

- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to acts for which applicable law expressly prohibits exemption from liability under a contract.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted Products or Service Offerings.

### **38. Miscellaneous**

#### **A. Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

#### **B. Section Headings**

The headings used in any Contract Document are intended for convenience only and do not constitute terms of the Contract.

#### **C. [Intentionally Omitted]**

#### **D. Survival**

Additionally, rights and obligations under the Contract which by their nature should survive including, but not limited to, payment obligations; limitation of liability; confidentiality obligations; and indemnification remain in effect after expiration or termination of the Contract.

**E. Entire Agreement**

It is expressly agreed that the terms of the Contract and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Services ordered. The applicable Contract Documents, taken together as a whole, constitute the entire agreement between a Customer and Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid.

**F. Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Vendor or any of its employees offered or gave a gratuity to any Customer employee directly involved in the Contract. In addition, a vendor determined to be guilty of such a violation may be suspended or debarred.

**G. Quantity**

The Contract shall be for an indefinite delivery and indefinite quantity for the Products and/or Service Offerings, subject, in each case, to the terms and conditions of the applicable order. The State makes no express or implied warranties that any particular quantity or dollar amount of Products or Service Offerings will be procured through the Contract.

**H. Segmentation**

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings Customer may receive or have received from Oracle. Customers understand that Customer may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Customer's obligation

to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. Customer acknowledges that Customer has entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

**I. Export**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. Customer agrees that such export laws govern Customer's use of the Products (including technical data) and any Service Offerings deliverables provided under the Contract, and Customer agrees to comply with all such applicable export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

**J. Other**

- i. Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. Customer agrees that it is Customer's responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.
- ii. If requested by an authorized reseller on Customer's behalf, Customer agrees Oracle may provide a copy of the General Terms Agreement to the authorized reseller to enable the processing of Customer's order with that authorized reseller.
- iii. The Uniform Computer Information Transactions Act does not apply to the Contract or orders placed under it.
- iv. Customer understands that Oracle's business partners, including any third party firms retained by Customer to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle Subcontractor in furtherance of

an order placed under the Contract and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

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

### **39. Information Technology Provisions**

The parties further agree to the following terms, as applicable, for any Acquisition of information technology Products or Services:

- A. If a Customer decides to purchase technical support for any license within a license set, such Customer is required to purchase technical support at the same level for all licenses within that license set. A Customer may desupport a subset of licenses in a license set only if such Customer agrees to terminate that subset of licenses. In the event that a subset of licenses on a single ordering document is terminated, the technical support fees for the remaining licenses on that ordering document will be priced in accordance with the technical support policies in effect at the time of termination. If the ordering document pursuant to which licenses are being terminated established a price hold for additional licenses, technical support for all of the licenses ordered pursuant to the price hold will be priced in accordance with the technical support policies in effect at the time of termination. However, in no event shall the technical support fees that result from such repricing exceed the amount of fees paid by such Customer in the previous year for technical support both for licenses for which support is continuing and licenses for which support is being discontinued. Oracle's license set definition is available in the current technical support policies. If a Customer decides not to purchase technical support, such Customer may not update any unsupported program licenses with new versions of the program.

#### **B. Compliance and Electronic and Information Technology Accessibility**



The extent to which an Oracle Product or Service Offering is, at the time of delivery, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the current Oklahoma Information Technology Accessibility Standards ("Standards") set forth at [http://www.ok.gov/cio/documents/isd\\_itas.pdf](http://www.ok.gov/cio/documents/isd_itas.pdf), is indicated by the comments and exceptions (if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at [www.oracle.com/accessibility](http://www.oracle.com/accessibility) for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at [accessible\\_ww@oracle.com](mailto:accessible_ww@oracle.com). In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. **All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.**

**C. Media Ownership (Disk Drive and/or Memory Chip Ownership)**

- i. Any disk drives and memory cards purchased with or included for use in leased or purchased Products under the Contract remain the property of the State or Customer, as applicable.
- ii. If Hardware acquired by a Customer is removed by Oracle from such Customer's location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers), at the Customer's sole expense, to protect personal information that may be stored within the hard drive or memory of such Hardware.

**D. [Intentionally Omitted]**

**E. Vendor Website for Contract and Prices**

Within thirty (30) calendar days of the Effective Date of the Contract, Vendor will make available and maintain a website specific to the Products and Services, as applicable, available under the Contract which is clearly distinguished from contract offerings for other customers at Vendor's website. The website must include the Products and Services, as applicable; associated Contract prices including clearly delineated pricing discounts; designated resellers, as applicable and mutually agreed; contact information for Vendor and any such resellers;

instructions for obtaining quotes and placing orders; and instructions to initiate and pursue a warranty claim or return Products. The website shall list the Oklahoma statewide contract number and contain a link to the State website for the Contract.

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed, in all material respects, in an objective and timely manner. Vendor, at its own expense, shall correct any inaccurate information posted at Vendor's website within ten (10) business days after written notification from the State.

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by the State.

Vendor hereby consents to a link from a State website to Vendor's website established pursuant to this section, in order to facilitate access to Contract information and solely for convenience in carrying out business operations of Customers. The State reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, and provide subsequent notice to Vendor; provided, however, nothing herein shall be construed as imposing an obligation on the State to establish or maintain a link to Vendor's website. Vendor shall provide the State timely written notice of any change in the URL or other information needed to access the Vendor's website.

Vendor's website shall not restrict access to any Contract terms and conditions, including, but not limited to, pricing through use of restrictive technology, passwords or similar limitations.

Vendor is solely responsible for administration, content, Vendor Intellectual Property Rights and all materials at Vendor's website. If the State believes that content listed on the website does not adequately represent the terms of the Contract, the State and Vendor will discuss what changes, if any, may be necessary.

**F. [Intentionally Omitted]**

**G. Emerging Technologies**

The State of Oklahoma reserves the right, upon mutual agreement with Vendor, to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are



repeated requests for such emerging technology or the State determines it is warranted to add such technology.

#### **H. Ownership Rights**

Vendor or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the General Agreement. Each Customer retains all ownership and intellectual property rights to its own proprietary information that it provides to Oracle under the Contract. For fixed price consulting engagements only, Oracle and the Customer may negotiate and agree, in the applicable ordering document and/or exhibit thereto, to allocate intellectual property rights in deliverables created within the scope of such fixed price consulting engagements.

#### **I. Additional Notices**

In addition to information provided in section 10, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

With a copy to:  
Deputy General Counsel  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

[Remainder of Page Intentionally Left Blank]

## Signature Block

IN WITNESS WHEREOF, each person executing this Contract below represents that he or she is authorized to enter into this Contract on behalf of such party and each party expressly agrees to the terms and conditions of this Contract.

### VENDOR:

Oracle America, Inc.

  
Mili Durakovic (Nov 22, 2016)

11/22/2016

Mili Durakovic, Contracts Manager, Public Sector Deal Management

Date

### STATE:

State of Oklahoma by and through the Office of Enterprise Management Services

  
James L. Reese, II, Chief Information Officer

11-22-16

Date

**Exhibit A**  
**Public Sector Cloud Services Schedule**



## Schedule C – Cloud Services- PUBLIC SECTOR

Oracle America, Inc. ("Oracle")  
500 Oracle Parkway  
Redwood Shores, CA 94065

<b>Your Name:</b>	<b>State of Oklahoma</b> , by and through the Office of Management and Enterprise Service Information Services Division
<b>General Terms Agreement Reference:</b>	US-GMA-208341

This Public Sector Cloud Services Schedule (this "Schedule C") is a Schedule to the General Terms Agreement ("General Terms") referenced above. This Schedule C shall coterminate with the General Terms; provided that each ordering document issued and executed under the General Terms and this Schedule C shall continue to be in full force and effect, and the terms of the General Terms and this Schedule C shall continue to apply thereto, in each case, unless and until such ordering document has expired or been terminated. The General Terms and this Schedule C, together with any other Schedules that reference the General Terms, are, collectively, the "Master Agreement"; provided, however, that other Schedules to the General Terms, such as Schedule P (Program Schedule), do not apply to the Services ordered under this Schedule C. As used in this Schedule C, "You" or "Your" shall refer to the Customer placing an order under the General Terms and this Schedule C.

### 1. DEFINITIONS

1.1 **"Ancillary Software"** means any software agent or tool that Oracle makes available to You for download for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment.

1.2 **"Auto Renew"** or **"Auto Renewal"** is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order, the General Terms or this Schedule C. The Service Specifications incorporated into Your order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to any such renewal. Please note: Auto Renewal does not apply to purchases under this Schedule C. Please see Section 9.1 *infra* for renewal requirements.

1.3 **"Cloud Services"** means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle Programs) listed in Your order and defined in the Service Specifications. The term "Cloud Services" does not include Professional Services.

1.4 **"Data Center Region"** refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.

1.5 **"Oracle Programs"** refers to the software products owned or licensed by Oracle to which Oracle grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services.

1.6 **"Professional Services"** means, collectively, the Cloud Services-related consulting and other professional services which You have ordered under this Schedule C. Professional Services include any deliverables described in Your order and delivered by Oracle to You under the order. The term "Professional Services" does not include Cloud Services or services provided under Schedules P or S to the General Terms.

1.7 **"Program Documentation"** refers to the user manuals referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for the Oracle Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Oracle Programs. For Oracle Infrastructure-as-a-Service (IaaS) Cloud Services, "Program Documentation" includes documentation, help windows and readme files for the IaaS hardware products. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

1.8 **"Services"** means, collectively, the Cloud Services and Professional Services ordered by You under this Schedule C.



1.9 **"Services Environment"** refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of the General Terms, this Schedule C and Your order, Oracle Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.

1.10 **"Service Specifications"** means the descriptions on [www.oracle.com/contracts](http://www.oracle.com/contracts), or such other address specified by Oracle, that are applicable to the Services under Your order, including any Program Documentation, hosting, support and security policies (for example, Oracle Cloud Hosting and Delivery Policies), and other descriptions referenced or incorporated in such descriptions or Your order.

1.11 **"Services Period"** refers to the period of time for which You have ordered Cloud Services as specified in Your order.

1.12 **"Third Party Content"** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries.

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

1.14 **"Your Applications"** means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Oracle "platform-as-a-service" or "infrastructure-as-a-service" Cloud Services. Services under this Master Agreement, including Oracle Programs and Services Environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Applications."

1.15 **"Your Content"** means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in Section 10.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or on behalf of Your Users that reside in, or run on or through, the Services Environment.

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

## 2. RIGHTS GRANTED

2.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in the General Terms, this Schedule C or Your order, You have the non-exclusive, non-assignable, worldwide, limited right to access and use the Services that You ordered, including anything developed by Oracle and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of the General Terms, this Schedule C and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with the General Terms, this Schedule C and the order.

2.2 You do not acquire under the General Terms or this Schedule C any right or license to use the Services, including the Oracle Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

2.3 To enable Oracle to provide You and Your Users with the Services, You grant Oracle the right to use, process and transmit, as necessary to perform Oracle's obligations under this Schedule and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Oracle provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Oracle may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, only as required for the interoperation of such third party programs with the Services. Oracle will not be responsible for any use, disclosure, modification or deletion by any such third party

program provider of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

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

2.5 The Cloud Services may enable You to link to, transmit Your Content to, or otherwise access third parties' websites, platforms, content, products, services, and information. The type and scope of any Third Party Content is defined in Your order or applicable Service Specifications. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by the third party owner, author or provider.

### **3. OWNERSHIP AND RESTRICTIONS**

3.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Oracle or its licensors retain all ownership and intellectual property rights to the Services, including Oracle Programs and Ancillary Software, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under the General Terms or this Schedule C unless otherwise specified in an Oracle ordering document.

3.2 You may not, and may not cause or permit others to:

- a. remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
- c. modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Oracle;
- d. perform or disclose any benchmark or performance tests of the Services, including the Oracle Programs;
- e. perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
- f. license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Oracle Programs, Ancillary Software, Services Environments or Oracle materials to any third party, other than as expressly permitted under the terms of the applicable order.

### **4. SERVICE SPECIFICATIONS**

4.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing such additional quantity to account for Your excess usage.

4.2 Oracle may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service

Specifications will not result in a material reduction in the level of performance or availability of the applicable Services provided to You for the duration of the Services Period.

4.3 Your order will specify the Data Center Region in which Your Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that You have ordered, Oracle will provide production, test, and backup environments in the Data Center Region stated in Your order. Oracle and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

## **5. USE OF THE SERVICES**

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

5.2 You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under the General Terms or this Schedule C, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal of or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications.

5.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Oracle Programs, as such Patches are generally released by Oracle as described in the Service Specifications. Oracle is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Oracle will coordinate with You the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

## **6. TRIAL USE AND PILOT CLOUD SERVICES**

6.1 For certain Cloud Services, Oracle may make available "trials" and "conference room pilots" for non-production evaluation purposes. Cloud trials and conference room pilots must be ordered under a separate agreement.

6.2 Oracle may make available "production pilots" for certain Cloud Services under the Master Agreement. Production pilots ordered by You are described in the Service Specifications applicable to Your order, and are provided solely for You to evaluate and test Cloud Services for Your internal business purposes. You may be required to order certain Professional Services as a prerequisite to an order for a production pilot.

## **7. FEES, INVOICING AND PAYMENT OBLIGATION**

7.1 You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does



not relieve Oracle of its obligation during the Services Period to deliver Services that You have ordered per the terms of the Master Agreement.

7.2 Services fees are invoiced as set forth in the applicable order. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Schedule C or Your order.

7.3 Unless required by applicable law, neither a Customer nor the State shall be liable to Vendor, its employees or its agents, for the payment of taxes.

## **8. SERVICES PERIOD; END OF SERVICES**

8.1 Services provided under this Schedule C shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with the Master Agreement or the order. The Master Agreement will continue to govern any order for the duration of the Services Period of such order. If You order Cloud Services that are designated in the Service Specifications or Your Order as Auto Renew, such services will NOT automatically renew unless You provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your desire to renew such Cloud Services and You execute a contract modification to renew such services. The preceding sentence shall not apply if Oracle provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period that it will not renew such Cloud Services.

8.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Oracle Programs and Services Environments; however, for a period of up to 60 days after the end of the applicable Services Period, Oracle will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

8.3 Oracle may temporarily suspend Your password, account, and access to or use of the Services if in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use every reasonable effort to re-establish the affected Services immediately after Oracle determines that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Oracle may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse You from Your obligation to make payment(s) under this Schedule C; provided that termination of Services under an order will excuse You from making payment(s) for such Services to the extent that they have not yet been provided.

## **9. NONDISCLOSURE OF YOUR CONTENT AND YOUR APPLICATIONS**

Your Content and Your Applications residing in the Services Environment will be considered Confidential Information subject to the terms of this section and Section 26 (Confidentiality) of the General Terms. Oracle will hold such Confidential Information in confidence for as long as it resides in the Services Environment and will protect the confidentiality of such Confidential Information in accordance with the Oracle security practices defined in the Service Specifications applicable to Your order. In addition, Your Personal Data, as defined in the Data Processing Agreement, will be treated in accordance with the terms of Section 10 below.

## **10. DATA PROTECTION**

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

10.2 Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement> and incorporated herein by reference, describes the parties' respective roles for the processing and control of Personal Data that You provide to Oracle as part of the Cloud Services. Oracle will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Services Environment, as specified in the Master Agreement, the Data Processing Agreement and the applicable order. You agree to provide any

notices and obtain any consents related to Your use of the Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. With respect to an order, the Data Processing Agreement applicable to that order shall not change for the duration of the Services Period set forth in that order.

10.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may disclose or transfer, or instruct Oracle in writing to disclose or transfer, Your Content or Your Applications to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

10.4 You may not provide Oracle access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order. If available, You may purchase services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) designed to address particular data protection requirements applicable to Your business or Your Content.

## **11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

11.1 Oracle warrants that it will perform (i) Cloud Services in all material respects as described in the Service Specifications, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

11.2 ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES, OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM THE PROBLEMS REFERRED TO IN THE IMMEDIATELY PRECEDING SENTENCE. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES TO THE EXTENT CAUSED BY YOUR CONTENT, YOUR APPLICATIONS OR, THIRD PARTY CONTENT.

11.3 UNLESS OTHERWISE SET FORTH IN AN ORACLE ORDERING DOCUMENT TO WHICH THE TERMS OF THIS SCHEDULE C APPLY, FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO ORACLE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

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

## **12. INTENTIONALLY OMITTED**

## **13. ADDITIONAL INFRINGEMENT INDEMNIFICATION TERMS**

13.1 If Oracle is the Provider and exercises its option under the General Terms to end the license for and require the return of Material ("Terminated Material") that is a component of the Cloud Services, including an Oracle Program, then Oracle will refund any unused, prepaid fees that You have paid for such Terminated

Material. Where an order has not specifically associated a price with such Terminated Material, but the Program Documentation for the Cloud Services specifies that such Cloud Services are functionally dependent upon such Terminated Material, Oracle will refund the fees You paid for such Cloud Services. Oracle's right to end the license in accordance with this paragraph shall not apply if You authorize or consent to use of the Material after receiving actual notice of the alleged infringement, and in such cases, Oracle shall have no obligation to indemnify or other liability whatsoever, to You or to third parties for infringement, and the exclusive cause of action and remedy for infringement shall be in accordance with 28 U.S.C. 1498, as set forth in 48 C.F.R. 27.201-1(a).

13.2 Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party providers, etc.). Oracle will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights.

13.3 The phrase "user documentation" in the first sentence of Section 35.B. of the General Terms includes the Service Specifications referenced in Your order for Services.

#### **14. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES**

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

14.2 Any Third Party Content made accessible by Oracle is provided on an "as is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under this Schedule C or Your order, including the removal of, or disablement of access to, such content. Oracle disclaims all liabilities arising from or related to Third Party Content.

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

14.4 Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

#### **15. SERVICES TOOLS AND ANCILLARY SOFTWARE**

15.1 Oracle may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Your Oracle service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and Services management.

15.2 Oracle may provide You with on-line access to download certain Ancillary Software for use with the Services. If Oracle licenses Ancillary Software to You and does not specify separate terms for such



Ancillary Software, then subject to Your payment obligations (i) You have the non-exclusive, non-assignable, royalty-free, worldwide limited right to use such Ancillary Software solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of the Master Agreement and Your order, including the Services Specifications, (ii) Oracle will maintain such Ancillary Software as part of the Cloud Services, and (iii) Your right to use such Ancillary Software will terminate upon the earlier of 15 days after Oracle's notice (which may be through posting on <https://support.oracle.com> or such other URL designated by Oracle), or the end of the Cloud Services associated with the Ancillary Software. If Ancillary Software is licensed to You under separate third party license terms, then Your use of such software is subject to such separate terms.

## **16. SERVICE ANALYSES**

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual or violate any statutory or regulatory protection afforded Your Content or the Confidential Information, and Service Analyses as a whole do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses. For the avoidance of doubt, nothing in this Schedule C shall be deemed to transfer or otherwise assign to Oracle Your ownership rights in and to Your Content or Your Applications.

## **17. ADDITIONAL NOTICE TERMS**

17.1 To request a termination of Services in accordance with the General Terms and this Schedule C, You must submit a service request to Oracle at the address specified in Your order or the Service Specifications.

17.2 Oracle may give notices applicable to Oracle's Cloud Services customer base by means of a general notice on the Oracle portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

## **18. ADDITIONAL EXPORT TERMS**

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

## **19. OTHER**

19.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that Oracle's business partners, including any third parties with which Oracle has an integration or that are retained by You to provide consulting services or applications that interact with the Cloud Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services, Your Content, or Your Applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Oracle subcontractor on an engagement ordered under this Schedule C and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under the Master Agreement.

19.2 Intentionally omitted.

19.3 Intentionally omitted.

19.4 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Oracle aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Schedule C. Oracle will cooperate with Your efforts to determine whether use of the standard Oracle Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services.

19.5 No more than once annually, Oracle may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is, in accordance with Your order and the terms of this Schedule C. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; You make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of this Agreement or the applicable Order(s). Any usage in excess of your rights shall be considered a change to the scope of services and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights and issuing a contract modification to document the amount of such fees and the change in the scope of services. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

19.6 In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. Except as otherwise permitted in Section 4 (Service Specifications), Section 10 (Data Protection), and Section 14 (Third Party Web Sites) with respect to the Services, this Schedule C and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. No third party beneficiary relationships are created by this Schedule C.

**Exhibit B**  
**Public Sector Hardware Schedule**





## Public Sector Schedule H - Hardware

Oracle America, Inc. ("Oracle")  
500 Oracle Parkway Redwood Shores, CA  
94065

Your Name:	State of Oklahoma, by and through the Office of Management and Enterprise Services, Information Services Division
General Terms Agreement Reference:	US-GMA-208341

This Public Sector Hardware Schedule (this "Schedule H") is a Schedule to the General Terms Agreement ("General Terms") referenced above. The General Terms and this Schedule H, together with any other Schedules that reference the General Terms, are, collectively, the "Master Agreement". This Schedule H shall coterminate with the General Terms; provided, however, that each ordering document issued and executed under the General Terms and this Schedule H shall continue to be in full force and effect, and the terms of the General Terms and this Schedule H shall continue to apply thereto, in each case, unless and until such ordering document has expired or been terminated. As used in this Schedule H, "You" or "Your" shall refer to the Customer placing an order under the General Terms and this Schedule H.

### 1. DEFINITIONS

1.1 **"Commencement Date"** for the Hardware, Operating System and Integrated Software refers to the date the Hardware is delivered. For Integrated Software Options, the Commencement Date refers to the date the Hardware is delivered or the effective date of the order if shipment of Hardware is not required.

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

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

### 2. RIGHTS GRANTED

2.1 Your Hardware order consists of the following items: Operating System (as defined in Your configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until You separately order them and pay the fees as set forth in and in accordance with such order.

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

2.3 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this Schedule H and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that You separately order subject to the terms of this Schedule H, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are



incorporated in and made a part of this Schedule H. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand Your license right to any Integrated Software Options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Master Agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

2.4 The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by the Master Agreement including this Schedule H. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.

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

### **3. RESTRICTIONS**

3.1 You may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 You acknowledge that to operate certain Hardware, Your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to You in the applicable Hardware documentation provided with an order.

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

### **4. TRIAL PROGRAMS**

Oracle may include additional Programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those Programs unless You have a license specifically granting You the right to do so; however, You may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

### **5. TECHNICAL SUPPORT**

5.1 Oracle Hardware and Systems Support acquired with Your order may be renewed annually and, if You renew Oracle Hardware and Systems Support for the same systems and same configurations, for the first and second renewal years the technical support fee will not increase by more than 4% over the prior year's fees.

5.2 If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide reasonable access, resources, materials, personnel, information, and consents necessary for Oracle to perform the technical support services. The Oracle Hardware and Systems Support Policies are incorporated in this Schedule H and are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into the order for technical support services. You

may access the current version of the Oracle Hardware and Systems Support Policies at <http://oracle.com/contracts>.

5.3 Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

## **6. HARDWARE-RELATED SERVICE OFFERINGS**

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

## **7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

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

7.2 Oracle also warrants that technical support services and Hardware-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule H will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

**7.3 UNLESS OTHERWISE SET FORTH IN AN ORACLE ORDERING DOCUMENT TO WHICH THE TERMS OF THIS SCHEDULE H APPLY, FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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



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

7.6 No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:

- a. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
- b. used in a manner that goes beyond normal wear and tear or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- d. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- e. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current U.S. export exclusion list;
- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above; or
- k. purchased from any entity other than Oracle or an Oracle authorized reseller.

7.7 The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

**8. AUDIT**

No more than once annually and upon 45 days written notice, Oracle may audit Your use of the Operating System, Integrated Software and Integrated Software Options. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification (provided that solely for purposes of 62 O.S. § 34.72, payment shall not be considered late if paid within 45 days of written notification) any fees applicable to Your use of the Operating System, Integrated Software and Integrated Software Options in excess of Your license rights. If You do not pay, Oracle can end (a) Service Offerings (including technical support) that You have ordered related to the Operating System, Integrated Software and Integrated Software Options, (b) licenses of the Operating System, Integrated Software and Integrated Software Options that You have ordered under this Schedule H and related agreements and /or (c) the Master Agreement, solely as it relates to Your rights thereunder. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit. If You in good faith provide Oracle with written notice of an alleged error in the amount of underpaid fees due Oracle as a result of an audit under this section (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President (or equivalent level) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until either Vice President (or equivalent level) concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The party concluding that resolution through continued discussion is unlikely will provide notice thereof to the other party. In addition, the parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under the General Terms, this Schedule H and the applicable ordering document(s), while they endeavor to resolve the dispute under this paragraph.

**9. ORDER LOGISTICS**

**9.1 Delivery, Installation and Acceptance of Hardware**

9.1.1 You are responsible for installation of the Hardware unless You purchase installation services from Oracle for that Hardware.

9.1.2 Oracle will deliver the Hardware in accordance with Oracle's Order and Delivery Policies which are in effect at the time of Your order and which may be accessed at <http://oracle.com/contracts>. Oracle will use the delivery address specified by You on Your purchasing document or when Your purchasing

document does not indicate a ship to address, the location specified on the order and the delivery terms in the Order and Delivery Policies that are applicable to Your country of destination will apply.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery unless otherwise agreed by Oracle and You in the applicable ordering document.

9.1.4 Oracle may make and invoice You for partial deliveries.

9.1.5 Oracle may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.

9.1.6 Oracle will use reasonable efforts to meet the Product delivery dates stated in the applicable ordering document or order confirmation.

## **9.2 Delivery and Installation of Integrated Software Options**

9.2.1 You are responsible for installation of the Integrated Software Options unless the Integrated Software Options have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for the Integrated Software Options.

9.2.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Integrated Software Options listed in the order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the Integrated Software Options and related documentation for the Integrated Software Options listed. Provided that You have continuously maintained technical support for the listed Integrated Software Options, You may continue to download the Integrated Software Options and related documentation. Please be advised that not all Integrated Software Options are available on all Hardware/Operating System combinations. For the most recent Integrated Software Options availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Integrated Software Options under the applicable order, electronic download or otherwise.

## **9.3 Transfer of Title**

Title to the Hardware will transfer upon delivery.

## **9.4 Territory**

The Hardware shall be installed in the country/countries that You specify as the delivery location on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified in the order.

## **9.5 Pricing, Invoicing, and Payment Obligation**

9.5.1 You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time or other fee as agreed in writing by You and Oracle. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

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

9.5.3 Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.

9.5.4 Hardware-related Service Offering fees are invoiced after performance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.



9.5.5 All programs will be delivered free on board destination and the price to the Customer shall include and Oracle will pay any associated shipping, packaging, delivery and handling fees or charges. Unless required by applicable law, neither a Customer nor the State shall be liable to Vendor, its employees or its agents, for the payment of taxes.

**Exhibit C**  
**Public Sector Program Schedule**

Oracle America, Inc. ("Oracle")  
500 Oracle Parkway Redwood Shores, CA  
94065

<b>Your Name:</b>	<b>State of Oklahoma</b> , by and through the Office of Management and Enterprise Service Information Services Division
<b>General Terms Agreement Reference:</b>	US-GMA-208341

This Public Sector Program Schedule (this "Schedule P") is a Schedule to the General Terms Agreement ("General Terms") referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are, collectively, the "Master Agreement". This Schedule P shall coterminate with the General Terms; provided, however, that each ordering document issued and executed under the General Terms and this Schedule P shall continue to be in full force and effect, and the terms of the General Terms and this Schedule P shall continue to apply thereto, in each case, unless and until such ordering document has expired or been terminated. As used in this Schedule P, "You" or "Your" shall refer to the Customer placing an order under the General Terms and this Schedule P.

## **1. DEFINITIONS**

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

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

## **2. RIGHTS GRANTED**

2.1 Upon the full signing of Your order by both Oracle and You, You have the non-exclusive, non-assignable royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation.

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

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

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

## **3. RESTRICTIONS**

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



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

**3.2 You may not:**

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

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

**4. TRIAL PROGRAMS**

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

**5. TECHNICAL SUPPORT**

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

5.2 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 an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

5.3 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The



technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination or as otherwise agreed in writing by Oracle and You. 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.

## **6. PROGRAM-RELATED SERVICE OFFERINGS**

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

## **7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

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

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

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

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

## **8. AUDIT**

No more than once annually and upon 45 days written notice, Oracle may audit Your use of the Programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification (provided that solely for purposes of 62 O.S. § 34.72, payment shall not be considered late if paid within 45 days of written notification) any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support) that You have ordered, (b) Program licenses that You have ordered under this Schedule P and related agreements and/or (c) the Master Agreement, solely as it relates to Your rights thereunder. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit. If You in good faith provide Oracle with written notice of an alleged error in the amount of underpaid fees due Oracle as a result of an audit under this section (the "dispute"), then the

parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President (or equivalent level) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until either Vice President (or equivalent level) concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The party concluding that resolution through continued discussion is unlikely will provide notice thereof to the other party. In addition, the parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under the General Terms, this Schedule P and the applicable ordering document(s), while they endeavor to resolve the dispute under this paragraph.

## **9. ORDER LOGISTICS**

### **9.1 Delivery and Installation**

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

9.1.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in Your Order.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

### **9.2 Territory**

The Programs shall be used in the United States.

### **9.3 Pricing, Invoicing and Payment Obligation**

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

9.3.2 Program fees are invoiced as of the Commencement Date.

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

9.3.4 All programs will be delivered free on board destination and the Acquisition price shall include and Oracle will prepay any associated shipping charges. Unless required by applicable law, neither a Customer nor the State shall be liable to Vendor, its employees or its agents, for the payment of taxes.

**Exhibit D**  
**Public Sector Services Schedule**



Oracle America, Inc. ("Oracle")  
500 Oracle Parkway  
Redwood Shores, CA 94065

Your Name:	State of Oklahoma, by and through the Office of Management and Enterprise Service Information Services Division
General Terms Agreement Reference:	US-GMA-208341

This Public Sector Services Schedule (this "Schedule S") is a Schedule to the General Terms Agreement ("General Terms") referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are, collectively, the "Master Agreement". This Schedule S shall coterminate with the General Terms; provided, however, that each ordering document issued and executed under the General Terms and this Schedule S shall continue to be in full force and effect, and the terms of the General Terms and this Schedule S shall continue to apply thereto, in each case, unless and until such ordering document has expired or been terminated. As used in this Schedule S, "You" or "Your" shall refer to the Customer placing an order under the General Terms and this Schedule S.

## 1. DEFINITIONS

1.1 **"Services"** refers to consulting, advanced customer support services, education or other services which you have ordered from Oracle under this Schedule S.

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

## 2. RIGHTS GRANTED / RESTRICTIONS

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

2.2 You may allow Your agents and contractors (including, without limitation, outsourcers) to use deliverables for Your internal operations and You are responsible for their compliance with the General Terms and this Schedule S in such use.

2.3 Services provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

## 3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

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

3.2 UNLESS OTHERWISE SET FORTH IN AN ORACLE ORDERING DOCUMENT TO WHICH THE TERMS OF THIS SCHEDULE S APPLY, OR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

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

**Exhibit E**  
**Product/Price List**



## EXHIBIT E PRODUCT/PRICE LIST

The following pricing and discounts may be applied to the orders for the following products placed under the Contract pursuant to the terms and conditions of the applicable ordering documents. The "Price Lists" shall be defined as the price lists posted at Vendor's website as described in section 39.E (Information Technology Provisions / Vendor Website for Contract and Prices) of the Contract. From the effective date of the Contract, the Price Lists shall be updated at least once annually.

### A. Pricing and Discounts for New Program Licenses, Hardware, and First-Year Technical Support

1. Provided that Customer has continuously maintained technical support for its existing program licenses and/or hardware, Customer may acquire any programs and hardware listed on the Price Lists and the related technical support, provided that such programs and hardware are available in production release when ordered, by paying Oracle the fees specified for such programs and hardware on the Price Lists less the discount determined by the discount schedule set forth below. Customer may also acquire first-year technical support (e.g., Software Updates & License Support ("SULS") for programs, Premier Support Services for hardware) by paying Oracle the fees specified for such technical support on the Price Lists less the discount determined by the discount schedule set forth below.
2. Discounts. Unless otherwise specified at Vendor's website as described in section 39.E of the Contract and except as provided in section A.3 below, the following discount schedule shall apply to the list fees specified on the Price Lists for programs, hardware, and related technical support acquired pursuant to the Contract:

	Discount
Program Licenses and First-Year Technical Support	24.24%
Campus Wide Program Licenses and First-Year Technical Support	89.90% for eligible Customers and eligible Oracle Technology programs as set forth in the attached Attachment 1 (Campus Wide Programs)
Hardware and First-Year Technical Support	Pursuant to the discounts set forth in the price list posted at Vendor's website

3. Exceptions. Any discounts provided in this section A of Exhibit E shall not apply toward (a) any third-party products included in any of the Price Lists, (b) any products on controlled availability, or (c) any Cloud service products on the Oracle Primavera Price List at Vendor's website. All Price List minimums apply.

### B. Pricing for Cloud Services

Customer may acquire the Cloud service products listed on the Price Lists, provided that such products are available in production release when ordered, by paying Oracle the fees specified for such Cloud service products on the Price Lists less the discount(s) set forth in the applicable ordering documents.

## Attachment 1 Campus Wide Program

The discount specified in section A.2.b of Exhibit E is available for Customers who qualify as educational providers under the terms of Oracle's standard Academic Practices policies ("**Higher Education Institutions**"). Any discounts provided in this Contract shall not apply toward any third-party products included in any of the Price Lists and any products on controlled availability. Notwithstanding the existence of separate license pricing terms for educational programs, the terms and conditions of this Contract that Oracle determines to be applicable shall apply to all purchases of Oracle software and associated products offered herein under educational licenses. Higher Education Institutions purchasing under this Contract may acquire licenses on a campus-wide basis, which means licensing all full-time and part-time students, faculty and staff ("**Campus Wide Program**") in accordance with the following:

(a) **Eligible Programs.** The following programs in the Oracle Technology Global Price List are eligible:

<b>Oracle Database:</b> <ul style="list-style-type: none"> <li>Standard Edition</li> <li>Enterprise Edition</li> <li>NoSQL Enterprise Edition</li> </ul>	<ul style="list-style-type: none"> <li>Lifecycle Management Pack</li> <li>Data Masking Pack</li> <li>Test Data Management pack</li> <li>Cloud Management Pack</li> </ul>	<b>Data Integration:</b> <ul style="list-style-type: none"> <li>Data Integrator Enterprise</li> <li>GoldenGate</li> <li>GoldenGate for Non-Oracle Database</li> </ul>
<b>Enterprise Edition Options:</b> <ul style="list-style-type: none"> <li>Multitenant</li> <li>Real Application Clusters</li> <li>Partitioning</li> <li>Active Data Guard</li> <li>Real Application Testing</li> <li>Advanced Compression</li> <li>Advanced Security Option</li> <li>Label Security</li> <li>Database Vault</li> <li>OLAP</li> <li>Advanced Analytics</li> </ul>	<b>Application Server:</b> <ul style="list-style-type: none"> <li>Weblogic Server Standard</li> <li>Weblogic Server Enterprise Edition</li> <li>Weblogic Suite</li> <li>Internet Application Server Standard</li> <li>Internet Application Server Enterprise</li> <li>SOA Suite for Middleware</li> </ul>	<b>Other Products:</b> <ul style="list-style-type: none"> <li>Webcenter Suite Plus</li> <li>Webcenter Portal</li> <li>Management Pack for Webcenter</li> <li>Identity and Access Management Suite</li> <li>Identity Governance Suite</li> <li>Directory Services Plus</li> <li>Access Management Suite Plus</li> <li>Management pack for Identity Mgmt</li> <li>Real User Experience Insight</li> </ul>
<b>Enterprise Management Options:</b> <ul style="list-style-type: none"> <li>Diagnostics Pack</li> <li>Tuning Pack</li> </ul>	<b>Application Server Enterprise Management Options:</b> <ul style="list-style-type: none"> <li>Weblogic Management pack</li> <li>SOA Management pack</li> <li>Management pack for GoldenGate</li> </ul>	

(b) **Internet Access.** Higher Education Institutions may allow an unlimited number of internet users to access any of the Campus Wide Program licenses licensed under an Oracle Order Form, provided the access is for viewing, querying, or adding data associated with the Higher Education Institution's administrative, teaching, research or community service functions. Higher Education Institutions may charge a fee for such internet access provided the fee is designed to only reimburse the Higher Education Institution for its costs incurred in developing and administering the Higher Education Institution's business program.

(c) **OAI and WDP Membership.** As of the effective date of an order placed under this Contract, teaching departments at the Higher Education Institution may participate in the Oracle Academic Initiative (OAI) and/or the Oracle Workforce Development Program (WDP) or successor programs that may replace OAI/WDP. The OAI/WDP membership fee will be waived for any department that elects to incorporate Oracle programs into its classroom teaching. Teaching departments may apply for the free membership at <http://oai.oracle.com> or <http://workforce.oracle.com>. Once the teaching department is established as an OAI/WDP member, the department will be licensed to use the Programs available under OAI/WDP for the purposes set forth in the applicable agreement.

(d) **User Minimums.** The user minimum tables in the Licensing Definitions and Rules (section I) of Appendix D to the Contracts do not apply to Campus Wide Program licenses.

(e) Campus Wide Program licenses may not be used for non-medical school functions of an associated medical center or university hospital (e.g., patient management and billing).

(f) On the yearly anniversary of the effective date of an order, you must report any additional full-time and part-time students, faculty and staff to Oracle and ensure your license quantity is sufficient to cover the additional population in order to extend the rights listed above (Internet Access, OAI and WDP Membership, User Minimums) for a subsequent year.

**Exhibit F**  
**Services/Price List**

## EXHIBIT F SERVICE/PRICE LIST

The following pricing and discounts may be applied to the orders for the following services placed under the Contract pursuant to the terms and conditions set forth in the applicable ordering documents.

### A. Pricing and Discounts for Consulting Services

Resource Level	Daily Rates	Hourly Rates
9 - Sr. Practice/Tech Director	\$ 2,657.78	\$332.22
8 - Practice/Tech Director	\$ 2,416.16	\$302.02
7 - Practice/Tech Manager	\$ 2,083.94	\$260.49
6T - Senior Principal Consultant	\$ 1,932.93	\$241.62
5 - Principal Consultant	\$ 1,691.31	\$211.41
4 - Senior Consultant	\$ 1,389.29	\$173.66
3 - Staff Consultant	\$ 1,208.08	\$151.01
2 - Associate Consultant	\$ 906.06	\$113.26
Reston Delivery Center Principal +	\$ 1,691.31	\$211.41
Reston Delivery Center Sr.Consultant	\$ 1,389.29	\$173.66
Reston Delivery Center Staff	\$ 1,208.08	\$151.01
Reston Delivery Center Associate	\$ 906.06	\$113.26
GSD-L8 Director-Remote	\$ 1,001.26	\$125.16
GSD-L7 Tech.Mgr-Remote	\$ 734.04	\$91.76
GSD-L6 Sen.Prin-Remote	\$ 574.49	\$71.81
GSD-L5 Principal-Remote	\$ 421.52	\$52.69
GSD-L4 Senior-Remote	\$ 321.06	\$40.13
GSD-L3 Staff-Remote	\$ 279.70	\$34.96
GSD-L2 Associate-Remote	\$ 231.77	\$28.97

### B. Pricing and Discounts for Advanced Customer Support Services

Advanced Customer Support Time & Materials Rate Card for Custom Projects

	ACS	1 - 30	31 - 60	61 - 99	100 - 150	151 - 199	200+
Title							
ACS Specialized Engineer*	\$310.26	\$310.26	\$303.99	\$297.73	\$288.32	\$282.06	\$266.39
ACS Sr. Specialized Engineer*	\$372.26	\$372.26	\$364.74	\$357.22	\$345.94	\$338.42	\$319.62
ACS Technical Account Manager / Project Manager*	\$310.26	\$310.26	\$303.99	\$297.73	\$288.32	\$282.06	\$266.39

\* Except for Oklahoma state agency Customers, Travel and Expense will be billed as separate line item for each project for on-site support. By exception, Blended Rates may be made available for projects.

### C. Pricing and Discount Terms for Education (Training) Services

For one (1) year from the effective date of the Contract, the Customer may purchase Oracle University products and services at a 14.14% discount off the Oracle University Price List in effect at the time Customer places the student

registration for training. Oracle University's Price List is available at <http://education.oracle.com>. These discounts may not be used in conjunction with any other discounts or special promotions offered by Oracle University.

