

## STATE TERM CONTRACT

**THIS CONTRACT** ("Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, Office of Information Technology, at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio, 43215 and **Mythics, Inc.** ("Contractor"), with offices at 1439 N. Great Neck Road, Virginia Beach, Virginia, 23454.

### BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. If the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract, the State may accept the prices that the manufacturer offers to its similarly situated, most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

### TERMS AND CONDITIONS

#### 1 - TERM

- 1.1 TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until June 30, 2019. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.
- 1.2 CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

#### 2 - PRICING AND PAYMENT

- 2.1 CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:

The prices at which the Contractor currently offers each product and service to the US Government under ;  
The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or

- X . Mythics' Ohio STS pricing is based on the state of Georgia contract which is equivalent to pricing provided to their similarly situated, most favored other customers.



If the Contractor is offering prices based on its similarly situated most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract for those products publicly available for use by State and Local governments.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

- 2.2 PRICE ADJUSTMENTS.** If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its similarly situated, most favored customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its similarly situated customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any similarly situated customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

- 2.3 PRICELIST.** The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

Insert Description of Price List (Name, Date), but not Actual Price List  
Authorized  
Oracle Software, Hardware, Support, Education and Mythics Consulting Services as May 12, 2017

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

- 2.4 NOTIFICATION OF PRICE INCREASES.** If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

- 2.5 Payment Due Date.** Payments will be due on the 30th day after the later of:

- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or



- (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

- 2.6 Invoice Requirements.** The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables;
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36); and
- (g) For time and material services, the invoice must reflect labor hours actually worked and if applicable supplies used;

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

- 2.7 NON-APPROPRIATION OF FUNDS.** The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.
- 2.8 OBM CERTIFICATION.** This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.
- 2.9 CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.
- 2.10 TRAVEL EXPENSES.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule126-1-02 of the Ohio Administrative Code (the "Administrative Code").
- 2.11 TAXES.** The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.
- 2.12 OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

### 3 - CONTRACT ADMINISTRATION

- 3.1 DEALERS AND DISTRIBUTORS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology. In doing so, the Contractor warrants that:



- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
- (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

Section 125.081 of the Ohio Revised Code requires state agencies to set-aside purchases for MBE and Executive Order 2008-13S encourages use of EDGE businesses. Therefore the state encourages the Contractor to purchase goods and services from Ohio certified Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

- 3.2 AUDITS.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

- 3.3 INSURANCE.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- a. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

The Contractor shall, for each policy required by this Contract, provide the State with 30-days prior written notice of cancellation, material change, or non-renewal, except a ten (10) day notice for non-payment of premium. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- c. Commercial Automobile Liability insurance with a combined single limit of \$500,000.



- d. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 **CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Department of Administrative Services, Office of State Purchasing, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 **POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 **RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Department of Administrative Services, Office of State Purchasing, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.
- 3.7 **TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may



terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

### **3.8 INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT**

3.8.1 It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

3.8.2 Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in ORC 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link:

<https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

3.8.3 Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in ORC Section 145.037.

**3.9 Excusable Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party must not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

**3.10 LOCATION OF SERVICES AND DATA.** As part of this Contract, the Contractor must disclose the following:

- (a) All locations where any services will be performed;
- (b) All locations where any State data applicable to the Contract will be maintained or made available; and
- (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

## **4 - DELIVERY AND ACCEPTANCE**



- 4.1 ACCEPTANCE.** The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

- 4.2 TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.
- 4.3 DELIVERIES.** The Contractor must make all deliveries F.O.B. destination.

## **5 - INTELLECTUAL PROPERTY**

- 5.1 COMMERCIAL MATERIAL.** As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

- 5.2 CUSTOM DELIVERABLES.** All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as



generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

**5.3 CONFIDENTIALITY.** The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
  - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
  - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

**5.4 CONFIDENTIALITY AGREEMENTS.**



When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidentiality agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

- 5.5 USE OF NAME.** The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.

## **6 – TRANSACTION REPORTING**

- 6.1 Contractor's SALES REPORT.** The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State via the Internet using the Web form at the Department of Administrative Services, OIT vendor portal, <https://cm.ohio.gov>. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

- 6.2 Contractor's REVENUE SHARE.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of State Purchasing. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services  
L-3686

Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

## **7 - WARRANTIES AND LIABILITIES**

- 7.1 WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;



- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

**7.2 SOFTWARE WARRANTY.** If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

**7.3 EQUIPMENT WARRANTY.** If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with



all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associated with fixing, replacing, or returning any defective equipment.

**7.4 INDEMNITY.** The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that it is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

**7.5 LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

## **8 - MAINTENANCE**

**8.1 SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.



Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

- 8.2 SOFTWARE UPGRADES.** After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

- 8.3 EQUIPMENT MAINTENANCE.** If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

- 8.4 EQUIPMENT MAINTENANCE STANDARDS.** Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the



manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

**8.5 EQUIPMENT MAINTENANCE CONTINUITY.** If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- (b) A listing of suppliers capable of supplying necessary spare parts;
- (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
- (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

**8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.

**8.7 MAINTENANCE ACCESS (GENERAL).** For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

## **9 - ASSIGNMENT AND SUBCONTRACTING**

**9.1 ASSIGNMENT.** The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.

**9.2 SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

## **10 – CONSTRUCTION**

**10.1 HEADINGS.** The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.

**10.2 ENTIRE DOCUMENT.** This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.

**10.3 BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.

**10.4 AMENDMENTS – WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.



- 10.5 SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.
- 10.9 PRIORITY.** If there is any inconsistency or conflict between this document and any provision of incorporated by reference, this document will prevail.
- 10.10 DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

## **11 - LAW AND COURTS**

- 11.1 EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

- 11.2 DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.
- 11.4 SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 11.5 LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 11.6 UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.
- 11.7 ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.
- 11.8 Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds



paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form, Exhibit III which is incorporated and becomes a part of this Agreement.

**11.9 REGISTRATION WITH THE SECRETARY OF STATE.** By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

**11.10 IRS 1075 REQUIREMENTS.** In order to protect risk of loss, breach, or misuse of Federal Tax Information ("FTI") held by government agencies, the Internal Revenue Service issued Publication 1075 which includes specific language to include in any State contract in which FTI may be disclosed.

## **I. PERFORMANCE**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operations, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (7) No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

## **II. CRIMINAL SANCTIONS**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or



employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (See Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. INSPECTION


The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

#### 11.11 BOYCOTTING

Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.


To SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR

BY:   
DALE E. DARR  
VICE PRESIDENT

DATE: 17 Aug 2017

STATE OF OHIO,  
DEPARTMENT OF ADMINISTRATIVE SERVICES

BY:   
ROBERT BLAIR, DIRECTOR,  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: Aug 25, 2017



## **Exhibit I**

Pricing provided by Mythics exceeds size limitations. Pricing can be found at the State of Ohio

Procurement home page: <https://procure.ohio.gov/proc/viewContractsAwards.asp?contractID=34358>



## **Exhibit II**

Exhibits include the following End User Agreements which shall take priority over any conflicting terms:

Oracle Hardware Schedule H and;  
The State of Ohio Master License Agreement (MLA) 0024  
Education Services Agreement



This Hardware Schedule (this "Schedule H") governs Your use of the Products and Service Offerings ordered from an authorized reseller (herein referred to as "Contractor") of Oracle America, Inc. ("Oracle").

## 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 that Oracle accepts Your order for an Integrated Software Option.

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 and agree to pay additional fees. 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. The version of the Integrated Software Options License Rules, attached to this Schedule H as Exhibit A, is a representative example of the Integrated Software Option License Rules and is subject to change. The Integrated Software Option License Rules in effect at the time of an order shall be the Integrated Software Option License Rules that apply to such order. 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 "**Documentation**" refers to the hardware specifications, user manuals, and installation manuals. The documentation for Hardware is delivered with the Hardware and/or provided online.

1.4 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.5 "**Integrated Software**" refers to 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 You by Oracle under this 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 Your Hardware. Integrated Software does not include and You do 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. For specific Hardware, Integrated Software includes Integrated Software Options separately ordered.

1.6 "**Operating System**" refers to the software that manages Hardware for programs and other software.

1.7 "**Products**" refers to Hardware, Integrated Software and Operating System.

1.8 "**Separate Terms**" refers to separate license terms that are specified in the readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.9 "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of this Schedule H.

1.10 "**Service Offerings**" refers to technical support which You have ordered.

1.11 "**You**" and "**Your**" refers to the State of Ohio.

## 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 agree to pay additional fees.

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>. The versions of the license agreements for the Oracle Solaris, Oracle Linux and Oracle VM Manager, attached to this Schedule H as Exhibit B, are a representative example of the license agreements for various Operating Systems and are subject to change. The license agreement for an Operating System in effect at the time of an order for such Operating System shall be the license agreement that applies to such order. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part

of, the Hardware. You may not make the Operating System or the Integrated Software available to any third party for use in such third party's business operations (unless such access is expressly permitted for in the related order).

2.3 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable (except as provided for in Section 3.3 below) 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 (except as provided for in Section 3.3 below) 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 this Schedule H 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 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.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code You received as binaries on physical media, You may receive a copy of the source code ("source code") on media via postal service by submitting a written request at <http://www.oracle.com/technetwork/opensource/index.html>. Alternatively, You can mail Your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-50P10, Redwood Shores, CA 94065. Your request should include the name and version number of the Product, Your name, Your company name (if applicable), Your return mailing address, and Your email address. Certain source distributions require a fee for physical media; in such case, You will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the applicable Product, or in the case of code licensed under the GPLv3, You may send a request for as long as Oracle offers spare parts or technical support for the applicable Product model. This offer only applies if You received Your Operating System, Integrated Software or Integrated Software Options on physical media.

2.5 Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable (except as provided for in Section 3.3 below) , 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 provided in the order.

2.6 You may not:

- remove or modify any Hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the Operating System or Integrated Software;
- make the Operating System, Integrated Software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Operating System, Integrated Software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Operating System or Integrated Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the Operating System or Integrated Software);
- make copies of the Operating System or Integrated Software except for archival purposes or to replace a defective copy; or
- disclose results of any Hardware benchmark tests.

### **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.

3.3 You may not assign, give or transfer the Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. You shall not grant a security interest in the Operating System, Integrated



Software and/or any Service Offerings deliverables and , and You shall not finance Your acquisition of any Products and/or any Service Offerings. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms. The above prohibition on the assignment or transfer of the Operating System or any interest in it shall apply to all Operating Systems licensed under this Schedule H, except to the extent that such prohibition is rendered unenforceable under applicable law. Notwithstanding anything to the contrary in the first sentence of this Section, You shall be permitted to transfer the Integrated Software and/or any Service Offerings to another State of Ohio agency, which assumes Your responsibilities and/or duties due to a merger or consolidation of State agencies (the "Assignee State Agency"), provided that: (i) You give advance written notice to Oracle of such assignment, (ii) You have continuously maintained annual technical support services for such Integrated Software and/or Service Offerings, (iii) You transfer the Integrated Software along with the Hardware and the Assignee State Agency must be the transferee of the Hardware, and (iv) the Assignee State Agency agrees in writing with Oracle that it assumes all obligations and liabilities with respect to such Integrated Software and/or any Service Offerings and agrees to be bound by such terms and conditions of this Schedule H and the relevant order placed under this Schedule H, including any applicable license agreement. Nothing in this section shall be deemed to allow You to assign any Integrated Software separate and apart from the Hardware in which it is incorporated.

#### **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 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 the access, resources, materials, personnel, information, and consents that Oracle may require in order 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>. The version of the Oracle Hardware and Systems Support Policies, attached to this Schedule H as Exhibit C, is a representative example of the Oracle Hardware and Systems Support Policies and is subject to change. If You choose not to purchase technical support services at the time You purchase the related Hardware, You may be required to pay reinstatement fees in accordance with Oracle's then current Oracle Hardware and Systems Support Policies if You choose to purchase technical support services for such Hardware at a later date.

5.2 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"). The version of the Oracle Hardware

Warranty, attached to this Schedule H as Exhibit D, is a representative example of the Oracle Hardware Warranty and is subject to change. 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 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 AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID 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. maltreated 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. Notwithstanding the foregoing, You shall be permitted to transfer the Oracle Hardware Warranty to an Assignee State Agency to whom You are transferring title to the Hardware, provided that: (i) You give advance written notice to Oracle of such assignment and transfer of title to the Hardware, (ii) You have continuously maintained annual technical support services for such Hardware, and (iii) the Assignee State Agency agrees in writing with Oracle that it assumes all obligations and liabilities with respect to such Hardware and agrees to be bound by such terms and conditions of this Schedule H and the relevant order placed under this Schedule H.

## **8. AUDIT**

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 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) related to the Operating System, Integrated Software and Integrated Software Options and/or (b) licenses of the Operating



System, Integrated Software and Integrated Software Options ordered under this Schedule H and the related ordering documents. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## **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 to 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.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

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

### **9.2 Transfer of Title**

Title to the Hardware will transfer upon delivery.

### **9.3 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.

### **9.3 Future Availability**

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 this Schedule H, 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 this Schedule H.

## **10. OWNERSHIP**

Oracle or its licensors retain all ownership and intellectual property rights to the Operating System, Integrated Software and anything developed or delivered under this Schedule H. Unless otherwise stated in the order between Oracle and the Contractor, title to Hardware, excluding the Operating System and Integrated Software, and risk of loss or damages to the Hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the Operating System and Integrated Software shall not pass to You or to a third party; title to and ownership of the Operating System and Integrated Software shall remain with Oracle.

## **11. INDEMNIFICATION**

11.1 Subject to sections 11.5, 11.6, 11.7 and 11.8 below, if a third party makes a claim against either You, that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by Oracle under the terms of this Schedule H and used by You infringes the third party's intellectual property rights, Oracle, at Oracle's sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

- a. notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
- b. give Oracle sole control of the defense and any settlement negotiations, subject to the approval and consent of the Ohio Attorney General; and
- c. give Oracle the information, authority (subject to the approval and consent of the Ohio Attorney General) and assistance Oracle needs to defend against or settle the claim.

11.2 If Oracle believes or it is determined that any of the Material may have violated a third party's intellectual property rights, Oracle may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for, and require return of, the applicable Material and refund any fees You may have paid Oracle for it and, if Oracle is the provider of an infringing Operating System, or Integrated Software, or Integrated Software Options (as applicable), any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Operating System, or Integrated Software, or

Integrated Software Options (as applicable). If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

11.3 Notwithstanding the provisions of section 11.2 and with respect to Hardware only, if Oracle believes or it is determined that the Hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the Hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable Hardware (or portion thereof) and refund the net book value and, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

11.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Operating System, or Integrated Software, or Integrated Software Options (as applicable) associated with that Separately Licensed Third Party Technology and shall refund any Operating System, or Integrated Software, or Integrated Software Options (as applicable) license fees You may have paid to Oracle for the Operating System, or Integrated Software, or Integrated Software Options (as applicable) license and any unused, prepaid technical support fees You have paid to Oracle for the Operating System, or Integrated Software, or Integrated Software Options (as applicable) license.

11.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 11.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed.

11.6 Notwithstanding anything to the contrary in this section 11, You must be a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support) for Oracle's indemnification obligations related to the Operating System, Integrated Software, and Integrated Software Options set forth in this section 11 to be applicable (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing in this section 11, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

11.7 Oracle will not indemnify You if You alter the Material or uses it outside the scope of use identified in Oracle's user documentation or if You use a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to You, or if You continue to use the applicable Material after the end of the license to use that Material. Oracle will not indemnify You to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Oracle. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use an Operating System or Integrated Software or Integrated Software Options (as applicable) and that is used: (a) in unmodified form; (b) as part of or as required to use an Operating System or Integrated Software or Integrated Software Options (as applicable); and (c) in accordance with the license grant for the relevant Operating System or Integrated Software or Integrated Software Options (as applicable) and all other terms and conditions of this Schedule H, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Operating System or Integrated Software or Integrated Software Options (as applicable) under the terms of this Schedule H. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Operating System or Integrated Software or Integrated Software Options (as applicable) as delivered to You and used in accordance with the terms of this Schedule H would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

11.8 This section provides Your exclusive remedy for any infringement claims or damages.

## **12. LIMITATION OF LIABILITY**

**TO THE EXTENT NOT PROHIBITED BY LAW, ORACLE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.**

## **13. EXPORT**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under this Schedule H, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, 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. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents

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used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "These commodities, technology, software, or hardware (including any Integrated Software and Operating System(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."

#### 14. OTHER

14.1 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

14.2 The parties acknowledge that Oracle is a third-party beneficiary to this Schedule H.

14.3 The Uniform Computer Information Transactions Act does not apply to this Schedule H or orders placed pursuant to it. You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents, and Oracle is not liable for or bound by any acts of any such third party firm.

14.4 Source code may be delivered as part of the standard delivery for particular programs, Operating System or Integrated Software; all such source code is subject to the terms of this Schedule H, the applicable order and the applicable documentation.

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

14.6 The parties agree that Ohio law shall govern the terms of this Schedule H. The parties further agree that as between the Contractor, Oracle and You, Ohio law shall govern the licenses described herein.

14.7 By virtue of this Schedule H and any license agreement for Operating Systems, the parties may have access to information that is confidential to one another or Oracle ("**Confidential Information**"). The parties each agree to disclose only information that is required for the performance of obligations under this Schedule H. Confidential Information shall be limited to the information clearly identified as confidential at the time of disclosure.

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

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. The parties may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Schedule H. Nothing shall prevent either party from disclosing the terms or pricing under this Schedule H, the license agreements for Operating Systems purchased pursuant to this Schedule H or orders submitted under this Schedule H in any legal proceeding arising from or in connection with this Schedule H or disclosing the Confidential Information as required by law. Furthermore, the parties acknowledge that You are subject to Ohio's Public Records Law and that any Confidential Information contained in this Schedule H and any license agreement for Operating Systems purchased under this Schedule H shall not apply to the extent that Confidential Information is required to be disclosed by applicable law, including Ohio's Public Records Law. Notwithstanding the foregoing, if You receive a request for disclosure of any Oracle confidential information, which is clearly and expressly marked as Oracle confidential and/or proprietary information and which excludes Oracle license agreements, pursuant to Ohio's Public Records Law.

**SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT**  
**MASTER CONTRACT FOR SOFTWARE LICENSING (MLA NUMBER MLA0024)**

**THIS CONTRACT** (the "Contract") is between the State of Ohio (the "State"), through the Office of Information Technology ("OIT"), Investment and Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215, and Oracle USA, Inc. (the "Contractor"), with offices at 500 Oracle Parkway, Redwood Shores, CA 94065, and whose Federal Tax ID Number is 84-1332677.

**a. Background.** The State and the Contractor have entered into this Contract to provide the terms and conditions under which the Contractor will grant one or more perpetual, nonexclusive licenses to the State to use certain software that the Contractor publishes or markets. Any such licenses will be described in one or more schedules to this Contract ("Schedules") and will include a license to use the Software's user and technical documentation. Additionally, this Contract governs the Contractor's obligation to provide the State with assistance troubleshooting the Software and with updates, corrections, enhancements, and new releases, if and when available, of the Software, as set forth herein ("Technical Support").

**b. Definitions.** The term "Ancillary Programs" refers to third party materials specified in the Program Documentation which may only be used for the purposes of installing or operating the Programs with which the Ancillary Programs are delivered. The term "Program Documentation" refers to the Program user manual and Program installation manuals. The term "Programs" or "Software" refers to the software products owned or distributed by the Contractor which the State has ordered, Program Documentation, and any Program updates acquired through Technical Support. The term "Services" or "Technical Support" refers to technical support which the State has ordered. The term "State Entities" are defined as legal entities of the State of Ohio government, including agencies, departments, divisions, and other similar departments, which exist to conduct the business of the State, as well as those legal entities for which it has assumed the obligation to manage, so long as those management obligations are not for the sole or primary purpose of the entity's gaining access to the Programs.

**c. Applicability of Agreement.** This Contract is valid for the Schedule(s) which incorporates it by reference.

**d. Authorized Contract Users:** State Entities may also order Programs and technical support from the Contractor in accordance with the terms and conditions of this Contract, solely for the use of their individual entity. By placing an order under this Contract, each State Entity agrees to be bound by the terms and conditions of the applicable Schedule and this Contract and, for the purposes of such order, "State" as used in this Contract shall be deemed to refer to such State Entity, unless indicated otherwise herein. Each State Entity shall be responsible for its breach(es) of such terms and conditions.

## **PART I: LICENSE AND USE**

**1. Grant of License.** Upon the signing of a Schedule by both parties and the issuance of an OBM-certified purchase order by the State, the State has the limited right to use the programs and receive any support it orders solely for the exercise of its government functions and subject to the terms of this Contract, including the definitions and rules set forth in this Contract and the Program Documentation. The State may access the Program Documentation at <http://oracle.com/contracts>. The State may, at no additional fee, also:

- permit use by Ohio residents, its suppliers, other people and entities to which it provides governmental services, and other Ohio governmental entities of Programs that are specifically designed to allow such persons or entities to interact with the State in the furtherance of its exercise of its government functions.
- allow the State's agents and contractors (including, without limitation, its outsourcers) to use the Programs solely to support the exercise of its government functions and subject to the terms of this Contract, provided that the State is responsible for obligating them to comply with the terms of this Contract.
- engage one or more third parties to manage the Programs and the system or systems on which the Programs are operated or engage one or more third parties as outsourcers to manage the Programs on its systems at its locations within the United States in a facilities management or similar arrangement, provided that any such third party agrees in writing to honor the terms of this Contract and to use the Programs solely for the State's benefit and according to the terms of this Contract.

Any services provided under this Contract may be related to the State's license to use Programs which the State acquires under a separate order. The Contract referenced in that order will govern the State's use of such Programs. Any services acquired from the Contractor are separate from such Program licenses, and the State may acquire either services or such Program licenses without acquiring the other.



The State agrees that it has not relied on the future availability of any specific new features for any Software acquired under this Contract or the release and/or updates of other programs in entering into the payment obligations in any Schedule; however, (a) if the State orders Software Update License & Support ("SULS") for Programs, the preceding sentence does not relieve the Contractor of its obligation to provide updates under the applicable Schedule, if-and-when available, in accordance with the applicable Contractor technical support policies, and (b) the preceding sentence does not change the rights granted to the State for any Programs licensed under a Schedule, per the terms of its Schedule and this Contract.

The Contractor may deliver source code (for certain extract batch scripts, algorithms/plugin-ins, and JavaScript templates, collectively "source code") as part of its standard delivery for certain Programs; all source code delivered by the Contractor is subject to the terms of the Contract, the applicable Schedule and Program Documentation.

**2. License Restrictions.** The State may not assign, transfer, or redistribute the Software to any party in whole or in part, except as expressly provided by this Contract or the applicable Schedule. It also may not rent, time share, or operate a service bureau with respect to the Software. And the State may not charge a fee to any third party for access to or use of the Software, unless this Contract or the applicable Schedule permits such.

The Contractor retains all ownership and intellectual property rights to the Oracle Programs. Third party technology that may be appropriate or necessary for use with some Oracle Programs is specified in the Program Documentation. Such third party technology is licensed under the terms of the third party technology license agreement specified in the Program Documentation and not under the terms of this Contract.

The State may not:

- remove or modify any Program markings or any notice of the Contractor's proprietary rights;
- make the Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted under this Agreement);
- reverse engineer (unless required by law for interoperability), disassemble or decompile the Programs; or
- disclose results of any Program benchmark tests without the Contractor's prior written consent.

**3. Permitted Transfers.** The State may transfer a Program from one computer to another computer within the United States subject to such Program's license metric and the terms of this Contract and all applicable Schedules, provided that (a) the State's use of such Program shall not exceed the quantity and license metric that it is licensed for under this Contract and the applicable Schedule, and (b) there is no change in operating system. If a State Entity is mandated by its governing body to convey any of its specific functions to another governmental entity, the Program licenses used to support the conveyed functions may be transferred at no charge, after written notice to the Contractor. If a State Entity merges with another State Entity, previously acquired Program licenses may be used by the merged entity pursuant to the terms of this Contract. Nothing in this section shall be deemed to relieve the State Entity or the transferee entity of the obligation to use a Program in accordance with the terms and conditions of this Contract and all applicable Schedules placed hereunder, including, without limitation, limiting usage of a Program to the quantity and license type for which such Program is licensed.

**4. Object Reassignment.** Any Software licensed by the number of items that it may be used on, by, or in conjunction with, such as nodes, computers, users, or sites ("Objects"), may be reassigned to other, similar Objects within the State Entity originally purchasing the license(s) at any time and without any additional fee or charge. For example, a computer-specific license may be transferred to another computer, a site license may be transferred to another site, and a named user license may be assigned to another user within the State Entity originally purchasing the license(s). But any such reassignment must be in conjunction with termination of use by or with the previous Object, if such termination is required to keep the total number of licensed Objects within the scope of the applicable license. Should the State Entity require a special code, a unique key, or similar device to reassign the Software as contemplated by this section, the Contractor will provide such a code, key, or similar device to the State Entity at any time and without a fee or charge, regardless of whether such Software is then under Support. A later section in this Contract governs assignment of the State's license in any Software to a successor in interest.

**5. Copies.** The State may make a sufficient number of copies of each Program for its licensed use and one copy of each Program media, unless otherwise stated in the Schedule.

**6. Hazardous Environments.** The State recognizes that some Software may not be designed or intended for use as or with online control equipment or systems in hazardous environments requiring fail-safe performance. This includes equipment or systems such as those used in the operation of nuclear facilities, aircraft navigation, air traffic control, direct life support machines, and munitions. It also includes any other equipment or systems in which the State

reasonably can foresee that failure of the Software could lead to death, personal injury, or severe physical or environmental damage. For any Software designated as not intended for hazardous environments in the applicable Schedule, the State may not use or permit the use of the Software in conjunction with any such equipment or systems.

**7. Upgrades, Updates, and Corrections.** All portions of the Software, including any corrections, patches, service packs, updates, upgrades, and new versions and releases that may become available are the property of Contractor, are part of the Software, and are governed by the State's license in the Software. In no event will the Software or any modification of it be deemed a work made for hire, even if the Contractor has made the modification expressly for the State, unless the parties agree otherwise in writing.

## **PART II: FEES AND PAYMENT**

1. The State will pay to the Contractor the fees for licensing the Programs as well as all applicable fees for support. The license fee for each license is due and payable on the 30<sup>th</sup> day after the later of the date on which the applicable license starts or the date the State receives a proper invoice for the fee at the office designated in the applicable purchase order. A support fee will be due payable on the 30<sup>th</sup> day after the later of the date on which the applicable period of support begins or the date the State receives a proper invoice for the support fee at the office designated in the applicable purchase order. The State will not be obligated to acquire or renew support for any Programs unless the State first issues a purchase order for such. The State is exempt from all Ohio sales, use, excise, property, and similar taxes ("Taxes") provided valid exemption documentation is provided to the Contractor. To the extent any Taxes are imposed on the Contractor in connection with this Contract or the Programs and support, the Contractor must pay such Taxes, together with any interest and penalties not properly disputed with the appropriate taxing authority.

The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information and/or attachments:

- (i) Name and address of the Contractor as designated in this Contract.
- (ii) The Contractor's Federal tax identification number as designated in this Contract.
- (iii) The Contractor's invoice remittance address as designated in this Contract.
- (iv) The purchase order number authorizing the delivery of Programs or services.
- (v) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Programs and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an invoice does not meet this section's requirements, the State will send Contractor written notice with the improper invoice to the address designated for receipt of purchase orders within fifteen (15) calendar days after receipt of the invoice. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receive a proper invoice and have accepted the Contractor's Program(s).

**2. OBM Certification.** This Contract is subject to Code Section 126.07. All orders and Schedules under this Contract are void until the Director of the Office of Budget and Management for the State certifies ("OBM Certification") that there is a balance in the appropriation available to pay for the order. The OBM Certification on the State's purchase order is evidence that the funds for that purchase are fully appropriated and presently available.

**3. Currency.** The State will make all payments under this Contract by warrant (the State's equivalent to a check) in US Dollars, regardless of the location where the Support is provided or the Software is located.

**4. Disputed Amounts.** The parties will resolve any amounts disputed under this Contract expeditiously and in good faith by having the representatives of the parties who signed this Contract enter into informal discussions. Once resolved through the dispute resolution process, the amount must be paid within 30 days of the resolution. If the State disputes any amount under this Contract in good faith, the State may withhold its payment pending resolution notwithstanding anything to the contrary elsewhere in this Contract.

**5. Pricing.** Subject to the limitations in this section, the Contractor may modify its pricing for Software or Support at any time and without notice to the State. But no such change will apply to any Software or Support that the State orders or for which it receives an invoice before the effective date of the change. Nor will any price increase apply to any Software for which the State and the Contractor have entered in to a Price-hold Addendum; the pricing for such



Software will be fixed for the term of the price-hold. The State will not be obligated to pay more than the Contractor's then current, published License Fee for any such Software.

### **PART III: CONTRACT ADMINISTRATION**

**1. Term.** Once entered into, the term of this Contract will be from the date the duly authorized representative of the State signed it through June 30, 2009. Expiration of this Contract without renewal will not affect any licenses granted to the State before the expiration. It also will not affect the rights and the responsibilities of the parties with respect to such licenses.

**2. Schedules.** For all Software that the State licenses, the Contractor and the State will enter into a written Schedule or Schedule to this Contract, signed by duly authorized representatives of both parties. The Schedule will describe the Software, the license granted in the Software, and the date the license starts ("Start Date"). It also will identify the License Fee for the license granted, the number of physical copies of the media on which the Software is shipped, and the operating system or systems for which the Software is designed, if media is ordered. In addition, the Schedule will identify the Support Fee or the percentage of the License Fee used to calculate the Support Fee. All additional Software that the State seeks to license from the Contractor under this Contract, as well as all additional licenses that the State wishes to acquire in Software already licensed under this Contract, will be subject to the Contractor's prior, written approval in each such case. But the Contractor will consent for any Software that is covered by a Price-hold Addendum and for any Software that is or designed to operate in conjunction with Software already acquired by the State under this Contract, if the Software at issue is generally available to other customers and the State is not in material breach of this Contract.

**3. Confidentiality.** Each party may disclose to the other written material or oral or other forms of information that it treats as confidential ("Confidential Information"). Title to any Confidential Information one party delivers to the other will remain with the disclosing party or its licensors. Each party agrees to treat any Confidential Information it receives from the other party as secret, if it is so marked otherwise identified as such. Confidential information includes personally identifiable data residing on its computer systems of, about or from its employees, residents, users, and/or suppliers, for which the Contractor requires access in order to perform the relevant services.

Except as expressly required by the laws of the State of Ohio, each party agrees not to disclose any Confidential Information of the other to any third parties and to use such Confidential Information solely to meet its obligations or to exercise its rights under this Contract. The Contractor acknowledges that the State will post the terms and pricing set forth herein on its website.

The receiving party's obligation to maintain the secrecy of the Confidential Information will not apply where it:

- (a) Was already in the receiving party's possession before disclosure by the other party, and the receiving party obtained it without an obligation of confidence;
- (b) Is independently developed by the receiving party;
- (c) Is or becomes publicly available without breach of this Contract;
- (d) Is rightfully obtained by the receiving party from a third party without an obligation of confidence;
- (e) Is disclosed by the receiving party with the prior written consent of the other party; or
- (f) Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
  - (1) Notifies the other party of such order immediately upon receipt of the order; and
  - (2) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

**4. Escrow.** The Contractor shall ensure that it shall retain in escrow a copy of the source code necessary to support the supported Programs. The escrowed material shall be maintained under an agreement, which provides that if the Contractor ceases to be in the business of supporting the Programs licensed under this Contract, the escrow agent shall furnish the State with a copy of the escrowed material that has become unsupported. The State shall pay the escrow agent a nominal fee sufficient to cover the cost of reproduction and distribution of source materials, including reasonable administrative expenses thereto. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this Contract and shall be used solely to maintain the Programs.

**5. Insurance.** The Contractor shall take out and maintain the following minimum insurance at its expense for the duration of any Schedule under this Contract covering locations where the Contractor is to perform work on the State's premises:

- (a) Workers' Compensation - As required by the statute of states where services are being performed;
- (b) Employer's Liability - \$2,000,000 each occurrence;
- (c) Comprehensive General Liability Insurance - \$2,000,000 per occurrence/aggregate bodily injury and \$2,000,000 per occurrence/aggregate property damage; and
- (d) Automobile Liability Insurance - \$2,000,000 per occurrence, bodily injury and property damage combined.

Nothing in this Contract shall be deemed to preclude the Contractor from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage and limits are maintained. The Contractor agrees to provide the State with a certificate(s) of insurance evidencing such coverage within a reasonable time of the receipt of a written request for same."

**6. EXCUSABLE DELAY.** NEITHER PARTY WILL BE LIABLE FOR ANY DELAY IN ITS PERFORMANCE UNDER THIS CONTRACT THAT ARISES FROM CAUSES BEYOND ITS CONTROL AND WITHOUT ITS NEGLIGENCE OR FAULT. THE DELAYED PARTY MUST NOTIFY THE OTHER PROMPTLY OF ANY MATERIAL DELAY IN PERFORMANCE AND MUST SPECIFY IN WRITING THE PROPOSED REVISED PERFORMANCE DATE AS SOON AS PRACTICABLE AFTER NOTICE OF DELAY. FOR ANY SUCH EXCUSABLE DELAY, THE DATE OF PERFORMANCE OR DELIVERY WILL BE EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST BY REASON OF THE EXCUSABLE DELAY. THE DELAYED PARTY MUST ALSO DESCRIBE THE CAUSE OF THE DELAY AND WHAT STEPS IT IS TAKING OR WILL TAKE TO REMOVE THE CAUSE. THE DELAYED PARTY MAY NOT RELY ON A CLAIM OF EXCUSABLE DELAY TO AVOID LIABILITY FOR A DELAY IF THE PARTY HAS NOT TAKEN COMMERCIALY REASONABLE STEPS TO MITIGATE OR AVOID THE DELAY. IF SUCH EVENT CONTINUES FOR MORE THAN 90 DAYS, EITHER PARTY MAY CANCEL UNPERFORMED SERVICES UPON WRITTEN NOTICE. THIS SECTION DOES NOT EXCUSE EITHER PARTY'S OBLIGATION TO TAKE REASONABLE STEPS TO FOLLOW ITS NORMAL DISASTER RECOVERY PROCEDURES.

**7. Network Security.** The Contractor may not connect to the State's internal computer network without the prior, written consent of the State, which the State will reasonably provide if necessary or appropriate for the Contractor to provide Support. But as a condition of connecting to the State's computer network, the Contractor must secure its own connected systems in a manner consistent with the State's then-current security policies, which the State will provide to the Contractor. The State also may terminate the Contractor's network connections immediately should the State determine that the Contractor's security measures are not consistent with the State's policies or are otherwise inadequate given the nature of the connection or the data or systems to which the Contractor may have access. The Contractor will not be responsible for any failure to provide services or technical support due to the State's refusal to allow the Contractor to connect to the State's network or its termination of the Contractor's connection to the State's network.

#### **PART IV: WARRANTIES, LIABILITIES, AND REMEDIES**

**1. Warranties.** Contractor warrants that a Program licensed to the State will operate in all material respects as described in the applicable Program Documentation for one year after delivery (i.e., via physical shipment or electronic download). The State must notify Contractor of any Program warranty deficiency within one year after delivery. Contractor also warrants that services will be provided in a professional manner consistent with industry standards. The State must notify Contractor of any services warranty deficiencies within 90 days from performance of the defective services.

**2. Warranty Exclusions.** CONTRACTOR DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT CONTRACTOR WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**3. Remedies.** FOR ANY BREACH OF THE ABOVE WARRANTIES, THE STATE'S EXCLUSIVE REMEDY, AND CONTRACTOR'S ENTIRE LIABILITY, WILL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF THE CONTRACTOR CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, THE STATE MAY END ITS PROGRAM LICENSE AND RECOVER THE FEES PAID TO THE CONTRACTOR FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES THE STATE HAS PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF THE CONTRACTOR CANNOT SUBSTANTIALLY



**CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, THE STATE MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO THE CONTRACTOR FOR THE DEFICIENT SERVICES.**

**4. Indemnity.**

a. The Contractor agrees to indemnify the State against all claims arising from bodily injury and/or tangible personal property damage resulting from the negligent or intentionally wrongful actions or omissions of the Contractor, its employees, officers, directors, subcontractors, agents, or representatives in the performance of this Contract to the extent such actions or omissions were not caused by the State or any third party. As used above, the term "tangible personal property" shall not include software, documentation, data or data files.

b. **Infringement Indemnification.** If someone makes a claim against the State that any information, design, specification, instruction, software, data, Programs, Program, or material ("Material") furnished by the Contractor and used by the State infringes its intellectual property rights, the Contractor will indemnify the State against the claim.

If the Contractor believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the license for, and require return of, the applicable Material and refund any fees the State may have paid for it and any unused, prepaid technical support fees the State has paid for the license. The Contractor will not indemnify the State if the State alters the Material or use it outside the scope of use identified in the user Documentation or if the State uses a version of the Materials that has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material, which was provided to the State. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished to the State by or through the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by the Contractor. This section provides the State's exclusive remedy for any infringement claims or damages.

In order for the Contractor's indemnity obligations specified in this Part IV.4 to apply, the State must do the following:

- notify the Contractor promptly in writing, not later than 30 days after the State receives notice of the claim (or sooner if required by applicable law);
- give the Contractor sole control of the defense and any settlement negotiations, subject to the approval and consent of the Ohio Attorney General; and
- give the Contractor the information the State has, authority (subject to the approval and consent of the Ohio Attorney General), and assistance the Contractor reasonably needs to defend against or settle the claim.

**5. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EXCEPT AS SET FORTH IN THE FOLLOWING PARAGRAPH, A PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE LIMITED TO THE FEES PAID OR PAYABLE TO ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM THE STATE'S USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES THE STATE PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION AND ACKNOWLEDGE THAT WITHOUT THEIR AGREEMENT TO THE LIMITATION CONTAINED HEREIN, THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.**

The limitation stated in the second sentence above of this section shall not apply to (A) the Contractor's obligation to defend and indemnify under Part IV.4 of this Contract. The limitation stated in the second sentence of this section shall not apply to the State's failure to pay any fees due under this Contract or to violation of the Contractor's intellectual property rights.

**PART V: SOFTWARE SUPPORT**

1. For purposes of the Schedule, technical support consists of annual technical support services the State may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under the Contractor's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this Contract, are subject to change at the Contractor's discretion; however, the Contractor will not materially reduce the level of services provided for supported Programs during the period for

which fees for technical support have been paid. The Contractor's policies for the applicable services are available for the State's review prior to its entering into a Schedule. The State may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the Schedule, unless otherwise stated in the State's order. If the State's order was placed through the Oracle Store, the effective date is the date the State's order was accepted by the Contractor.

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

If the State decides to purchase technical support for any license within a license set, the State is required to purchase technical support at the same level for all licenses within that license set. The State may desupport a subset of licenses in a license set only if the State agrees 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. If you decide not to purchase technical support, you may not update any unsupported Program license with new versions of the Program.

A license set consists of (i) all of a customer's licenses of a program, (ii) licenses of a program which share the same source code (e.g., Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition; or Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition), (iii) licenses of a program which include an option specified on the price list (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), and (iv) licenses of a program which include a self-service module specified on the price list (e.g., Human Resources and Self-Service Human Resources). Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from a Schedule is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee. Notwithstanding the above paragraph, Oracle agrees that the State will have a 90-day grace period for the payment of its technical support fees before the requirement to pay a reinstatement fee becomes effective; provided however that the State renews technical support prior to the expiration of its technical support contract and pays Oracle for the fees due for period of the lapsed support at the expiration of the grace period.

The Contractor offers Premier Support for all of its software products. Premier Support is offered from the general availability of a program through at least Year 5 and provides updates, fixes and security alerts; tax, legal, and regulatory updates; upgrade scripts; technical support; major product and technology releases, access to its Customer Service Website, and certification with new third-party products/versions.

**2. Follow-on Software.** If the Contractor makes successor products available for its software product lines ("New Software") that includes substantially similar functionality and features as a Program for which the State has purchased a Program License ("Old Software"), the Contractor will provide Licensee with a migration path from the

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

If the Contractor does not provide to all of its supported customers a migration path from the Old Software to the New Software free of additional charge, then the Contractor will provide the State with the right to use only the functionality and features contained in the New Software that is substantially similar to the functionality and features contained in the Old Software. The State shall not have the right to use nor shall it use any additional functionality or features in such New Software. All use of New Software shall otherwise be subject to this Contract.

**3. Functionality Migration.** If the Contractor eliminates functionality material to the use or performance of any Software licensed under this Contract ("Original Software") and then includes the functionality in a new product ("New Software"), the Contractor must grant the State a license to use the migrated functionality of such New Software, but not to any other functionality in the New Software, if (i) the New Software is in production release and listed on the Contractor's global price list, (ii) the State is a subscriber to Support for the Original Software at the time the New Software is available and is entitled to receive subsequent releases of the Original Software, and (iii) the New Software is available for the same operating system or technical environment as the Original Software and (iv) such restricted license of the New Software is provided at no charge generally to other customers who are current subscribers to technical support. The license granted to the State for the New Software will be (i) pursuant to the terms and conditions of this Contract and the applicable Schedule governing the Original Software, (ii) subject to the use restrictions and other limitations for the Original Software in this Contract and applicable Schedule, (iii) granted without the payment of additional fees other than fees for Support which would otherwise be due for the Original Software.

## **PART VI: CONSTRUCTION**

**1. Entire document.** This Contract will apply to all software that the State acquires under a schedule which incorporates this Contract which is signed by the duly authorized representatives of the parties. Furthermore, this Contract, along with the schedules and addenda entered into under it and the information which is incorporated into this Contract by written reference (including reference to information contained in a URL or referenced policy), is the entire agreement between the parties with respect to its subject matter, and it supersedes any previous or contemporaneous statements or agreements, whether oral or written. It is expressly agreed that the terms of this Contract and any Schedule will supersede the terms in any purchase order or other ordering document.

**2. Additional Documents.** All terms and conditions contained in any document not signed by both parties, such as a purchase order, invoice, or a click-wrap license, are excluded from this Contract and will have no legal effect.

**3. Binding effect.** Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

**4. Amendments.** No amendment or modification of any provision of this Contract will be effective unless it is in writing and signed by both parties.

**5. Waiver.** The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver or a relinquishment of any such term. Either party may at any later time demand strict and complete performance by the other party of such a term.

**6. Severability.** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to applicable law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity or material injustice.

**7. Plain meaning.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

**8. Headings.** The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

**9. Notices.** For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate party first appearing above or set forth below, unless that party has notified the other party, in



accordance with the provisions of this section, of a new mailing address for notices. If the State has a dispute with the Contractor or if the State wishes to provide a notice under the Indemnification section of this Contract, the State will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.. All notices from the Contractor to the State will be sent to: State of Ohio, Office of Information Technology ("OIT"), IT Governance Division, 30 East Broad Street, Columbus, Ohio 43215.

**10. Continuing obligations.** To the extent necessary to carry out their purpose, the terms of this contract will survive the termination of this contract. Some such provisions that require survival to carry out their full intent include the indemnity, warranty, and limitation of liability provisions. Other examples include the confidentiality section, the escrow section, the payment of obligations, and the grant of software licenses. Additional provisions include the support obligations for existing licenses, and the pricing section with respect to related software licenses and caps on increases in support for existing licenses.

**11. Counterparts.** This contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **PART VII: LAW AND COURTS**

**1. Compliance with law.** The parties will comply with all applicable federal, state, and local laws in all endeavors under this contract.

**2. Export Restrictions.** The State may not directly or indirectly export or transmit the Software or Documentation to any country in violation of any applicable US regulation, order, or statute.

**3. UCITA.** The Uniform Computer Information Transactions Act ("UCITA") will not apply to this Contract. To the extent that UCITA, or any version of it that is adopted by any jurisdiction in any form, is applicable, the parties agree to opt out of it pursuant to the opt-out provisions contained therein. Likewise, the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Contract.

**4. Injunctive relief.** Nothing in this Contract is intended to limit either party's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

**5. Governing law.** The laws of Ohio will govern this Contract, excluding its laws dealing with conflict of law.

**6. Action Limitation.** Except for breach of the Contractor's proprietary rights, no action, regardless of form, arising out of or relating to this Contract may be brought by either party more than two years after the cause of action has accrued.

## **PART VIII: MISCELLANEOUS**

**1. Conflict of Interest.** No Contractor Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Further, the Contractor will not knowingly permit any Ohio public official or public employee who has any responsibilities related to this Contract to acquire any interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that the person's participation in any such action would not be contrary to the public interest.

**2. Assignment.** The State may not assign this Contract or give or transfer the Programs and/or any services or an interest in them to another individual or entity, except as expressly permitted under this Contract, without the prior, written consent of the Contractor. If the State grants a security interest in the Programs and/or any services deliverables, the secured party has no right to use or transfer the Programs and/or any services deliverables. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of the Contractor, the Contractor may not assign this without the State's prior written consent. Any such assignment, unless otherwise agreed in writing, is contingent on the assignee assuming all the assignor's rights and obligations under this Contract.

**3. Independent Status.** Each party is an independent contractor. Neither party will have any authority to bind the other unless expressly agreed in writing. Nothing in this Contract may be construed to create a partnership, agency, or employer-employee relationship between the Contractor and the State, and in no event will the Contractor and the State be deemed joint employers.

**4. Employees.** All Contractor Personnel are employees or contractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of the subject matter of this Contract or work performed under this Contract. The Contractor must pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law, rule, or regulation and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel.

**5. Publicity.** The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the State's prior, written consent.

**6. Cancellation / Termination.** If either party breaches a material term of this Contract and fails to correct the breach within 30 days of written notice of the breach, then the breaching party is in default and the non-breaching party may terminate this Contract. If the Contractor ends this Contract as specified in the preceding sentence, the State must pay within 30 days all amounts which have accrued prior to the end of this Contract, as well as all sums remaining unpaid for Programs and support delivered under this Contract. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. The State agrees that if the State is in default under this Contract, the State may not use those Programs and/or services ordered. On expiration or termination of this Contract for any reason other than the State's default or termination under Part IV.4, the State retains its right to use the license Programs in accordance with the terms of this Contract.

This Contract will remain in effect until the end of the current biennium. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which this Contract remains in place. All perpetual licenses acquired before termination will continue under the terms and conditions of this Contract, along with both parties' rights and obligations with respect to such licenses.

Notwithstanding the above paragraph, the State represents that its funds are contingent on the availability of lawful appropriations by the Ohio General Assembly or other funding source. If the Ohio General Assembly or other funding source fails to continue funding for the payments due under an order referencing this Contract, the State will notify the Contractor in writing and the State will have no further obligation to make any payments; provided however, that (a) the State agrees to pay for all Programs received and for all services performed by the Contractor prior to the Contractor's receipt of the State's notice and (b) the State's issuance of a purchase order to Oracle is its representation to the Contractor that funds for that purchase have been fully appropriated and are presently available.

With respect to the rights of cancellation / termination set forth above, (a) only the State Entity signing this agreement may exercise these rights as to the Contract and/or any orders it places and (b) all other State Entities may exercise rights of termination only with respect to their individual orders.

**7. EEO.** The Contractor must comply with all Ohio laws, rules, and Executive Orders of the Governor of Ohio regarding equal employment opportunity, including Ohio Revised Code Section 125.111.

**8. Drug Free Workplace.** The Contractor must comply with all applicable Ohio laws regarding maintaining a drug-free workplace. The Contractor will make a good faith effort to ensure that all its employees, while working on the State's property, do not possess and will not be under influence of illegal drugs or alcohol or abuse prescription drugs.

**9. Ohio Ethics & Election Law.** The Contractor certifies that it is currently in compliance and will continue to adhere to the applicable requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on this Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) or (J)(1) of Ohio Revised Code Section 3517.13, as applicable.

**10. Travel Expenses.** Any travel or living expenses required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior, written approval. All additional travel and living expenses that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with the Office of Budget and Management's Travel Rules in Section 126-1.02 of the Ohio Administrative Code.

**11. Order of Priority.** If there is any inconsistency or conflict between this Contract, the Schedule, and any provision of anything incorporated by reference, including Exhibit A, which the Contractor may update from time to time, this Contract or the applicable Schedule(s) will prevail.

**12. Record Keeping.** The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located.

**13. Audits.** During the term of this Contract and for three years after the payment of any fee to the Contractor under this Contract, on reasonable written notice and during customary business hours, the State may audit the Contractor's financial records and materials that relate to this payments made under this Contract. This audit right will also apply to the State's duly authorized representatives and any person or organization providing the State with financial support related to this Contract, if the State has satisfactory confidentiality agreements in place to protect the Contractor's financial records and materials from unauthorized disclosure.

Upon 45 days written notice, Contractor may audit the State's use of the Software. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with the State's normal business operations. The State agrees to pay within 30 days of written notification any fees applicable to its use of the Software in excess of its license rights. If the State does not pay, Contractor can end the State's technical support, licenses and/or this Contract. The State agrees that Contractor shall not be responsible for any of the State's costs incurred in cooperating with the audit.

**14. Ohio Revised Code Section 9.24.** Contractor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If this warranty was false on the date the parties signed this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

**15. Declaration Regarding Terrorism.** Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations ("Declaration") in its entirety to enter into this Contract and to renew it. If the State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor's failure to submit an acceptable Declaration in such a situation will entitle the State to terminate this Contract for cause. In the event of a termination for cause under this Agreement, the State may seek appropriate judicial remedies.

**16. Technical Support Policies.** The current version of the Contractor's Technical Support policies is attached as Exhibit A and incorporated herein. The Contractor may update these policies from time to time provided they apply equally to all of the Contractor's customers of its Technical Support.

**TO SHOW THEIR AGREEMENT,** the parties have executed this Contract as of the dates appearing below.

**ORACLE USA, INC.:**

By: *Glenda Sakati*  
Name: GLEND A SAKATI  
Title: Manager, Public Sector Contracts  
Date: May 23, 2008

**FOR STATE OF OHIO  
OFFICE OF INFORMATION TECHNOLOGY  
INVESTMENT AND GOVERNANCE DIVISION**

By: *R. Steve Edmonson*  
Name: R. Steve Edmonson  
Title: Director, Office of Information Technology  
State Chief Information Officer  
Date: 5-28-08



## EXHIBIT A TO THE SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT

### Technical Support Policies

Effective Date: 01-FEBRUARY-2008

#### OVERVIEW

Unless otherwise stated, these Technical Support Policies apply to technical support for all Oracle product lines. These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", and in former Agile agreements as the "product support policy".

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels section below, all programs must be properly licensed.

Technical support is provided for issues (including problems created by you) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on an appropriate hardware, database and operating system configuration, as specified in your order or program documentation. Product release and supported platforms information for all Oracle programs other than Cimmetry AutoVue and Vuelink programs ("Cimmetry programs"), Netsure programs and Bridgestream programs is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Cimmetry programs is available in the AutoVue Administration Guide that is included with the Cimmetry program documentation. Product release and supported platforms information for Netsure programs will be provided to you in writing. Product release and supported platforms information for Bridgestream programs is available on <http://www.bridgestream.com/>.

Oracle will provide technical support in accordance with Oracle's privacy policy available at <http://www.oracle.com/html/privacy.html>.

*These Technical Support Policies are subject to change at Oracle's discretion, however the services provided will not be materially reduced during the support period (defined below).*

To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

#### SUPPORT TERMS

##### Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address as designated by you. Failure to submit payment will result in the termination of support.

##### Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the

related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period unless your technical support contract is renewed on or before the service expiration date.

### **License Set**

A license set consists of (i) all of your licenses of a program, including any options\* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager\* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module\* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, or (ii) all of your licenses of a program which share the same source code\*\*. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

\*As specified on Oracle's price list.

\*\*Programs which share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition, and
- Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition).

### **Matching Service Levels**

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support or unsupported). You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

### **Reinstatement of Oracle Technical Support**

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

### **Pricing following Reduction of Licenses or Support Level**

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be

reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

### **Custom Application Bundles**

Technical support may not be discontinued for a single program module within a custom application bundle.

### **Unsupported Programs**

Customers with unsupported programs do not receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for the unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

### **Technical Contacts**

Your technical contacts are the sole liaisons between you and OSS for technical support of programs. It is the recommended standard that your technical contacts are trained representatives of your company. Such training shall include initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts should be knowledgeable about the Oracle programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Software Update License & Support, you may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

### **Program Updates**

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available, and Oracle is under no obligation to develop any future programs or functionality.

Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.



## Payment Plan, Financing and Leasing Agreements

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

## Lifetime Support

Lifetime Support consists of the following service levels:

- "Premier Support" which refers to the first 5 years of basic technical support services (also referred to as, and will be documented on your ordering document as, "Software Update License & Support")
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available, except as noted below.

Based on availability, support may be extended for an additional three years with Extended Support for specific releases.

Alternatively, support may be extended with Sustaining Support which will be available for as long as you maintain technical support for your Oracle licenses.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Applications & Server Technologies](#)" (PDF) for specific server technology and application programs that are, or will be, covered by the Lifetime Support policy.

### Notes:

1. Active Reasoning, ContextMedia, Interlace Systems, LogicalApps, Notiva, and Sigma Dynamics, and other programs and releases that have already had desupport dates posted on [OracleMetaLink](#) are excluded from the Lifetime Support policy.
2. For PeopleSoft Enterprise programs that have been retired under the previous 4-year support policy, Sustaining Support will be available for as long as you maintain technical support for these programs.
3. Tax updates and regulatory changes\* will be made available for up to six (6) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs. Upgrade scripts, new software patches, and fixes to the latest release will be made available for five (5) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs.

\*Tax updates and regulatory changes refers to those updates that address tax and/or regulatory changes which are generally made available to similarly situated licensees of PeopleSoft software, on a when and if available basis only.

4. Oracle's PeopleTools program, which was purchased in conjunction with an application program release, will be supported for as long as such application program release is supported. PeopleTools fixes are delivered in minor releases and patches; patches are provided on the current minor release only. Patches and platform certifications for a

PeopleTools minor release are created when that release becomes generally available and will be supported for twelve (12) months after the next minor release becomes generally available.

To receive technical support, you may be required to apply a minor release upgrade of PeopleTools to remain current with versions of third party technologies and products as supported by the provider of the third party product.

5. For certain Oracle Retail application program releases\* prior to release 11, limited Premier Support will be available for seven years from when that release became generally available. For Oracle Retail applications for which Premier Support is not available, Sustaining Support will be available for as long as you maintain technical support for these programs.

\*formerly Retek, ProfitLogic, and 360 Commerce

6. For supported customers, the Extended Support fee for Oracle9i Database Release 9.2 has been waived for the period August 1, 2007 to July 31, 2008. During this period, you will receive access to generally available fixes and critical patch updates ("CPUs") for such supported Oracle9i Database Release 9.2 programs, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). Effective August 1, 2007, fixes and CPUs will be created against Oracle Database version 9.2.0.8 only.
7. For Oracle's Cimmetry programs, Oracle generally will make Premier Support available for 2 years following general availability of a release, after which Sustaining Support will be available for as long as you maintain technical support for your Oracle licenses. Premier Support for Cimmetry programs will be documented on your ordering document as Software Update License & Support or Cimmetry Maintenance.
8. For supported customers whose Oracle application programs are only certified on Oracle9i Database Release 9.2 and the release for such application programs is currently supported under Premier Support or Extended Support, the Extended Support fee for Oracle9i Database Release 9.2 has been waived for the period August 1, 2008 to July 31, 2010. During this period, you will receive access to generally available fixes and critical patch updates ("CPUs") for such supported application programs running on the Oracle9i Database Release 9.2, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). A list of applications that are certified on Oracle9i Database Release 9.2 is available at <http://www.oracle.com/support/collateral/tsp-certified-applications.pdf>.

### Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves the right to desupport certain program releases. Program releases that are designated as subject to Premier Support under Oracle's Lifetime Support policy are excluded. If Agile, Cimmetry, Netsure, Bridgestream, or LogicalApps programs are desupported, you will be notified of such desupport directly by OSS. For all other Oracle programs, desupport information, including desupport dates, information about availability of Extended Support and Sustaining Support, and information about migration paths for certain features, is posted on OracleMetaLink, Customer Connection, and e-Support. Desupport information is subject to change. For Agile, Cimmetry, Netsure, Bridgestream and LogicalApps programs, updated desupport information will be provided to you in writing. For all other Oracle programs, Oracle will provide updated desupport information on OracleMetaLink, Customer Connection, and e-Support as necessary.

### First and Second Line Support

It is the recommended standard that you establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you shall contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support. Oracle does not ensure its performance of the technical support described herein if such access is not provided by you when requested by Oracle.

Second Line Support shall include but not be limited to (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects the functions described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

### **Third Party Vendor-Specific Support Terms**

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified application, hardware platform, framework, database and/or operating system configuration to continue receiving technical support services from Oracle.

### **PeopleSoft and JD Edwards Release Information**

Release information for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs is available in the attached table titled, "Release Types for PeopleSoft Enterprise and JD Edwards EnterpriseOne Applications" (PDF).

### **Hyperion-Specific and Agile-Specific Support Terms**

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

#### Warranties, Disclaimers, and Exclusive Remedies

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

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

**TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS,**



**INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Limitation of Liability

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.**

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

## **ORACLE TECHNICAL SUPPORT LEVELS**

### **Software Update License & Support**

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support is the standard level for all Oracle support services and consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal, and regulatory updates
- Upgrade scripts
- Certification with most new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to OracleMetaLink, Customer Connection, or e-Support\* (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

\* For PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs, web-based support is provided through Customer Connection. For Hyperion programs, web-based support is provided through e-Support. For all other Oracle programs, web-based support is provided through Oracle*MetaLink*.

Due to the unique constraints of the early releases of former Retek, ProfitLogic, and 360 Commerce retail applications, limited Software Update License & Support will be available for certain releases prior to release 11. The limited Software Update License & Support will consist of:

- Program updates and fixes
- Major product and technology releases
- Assistance with service requests 24 hours per day, 7 days per week
- Access to Oracle*MetaLink* (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Please review the Oracle Retail chart included in the "Lifetime Support Policy: Coverage for Applications & Server Technologies" (PDF) document for coverage information on your specific release.

Limited Software Update License & Support will be available for Cimmetry programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Eastern Time of the North America region
- Ability to log service requests online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm>
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Agile programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Pacific Time of the North America region
- Access to Customer Portal (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Netsure programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates

- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. GMT
- Ability to log service requests via e-mail ([support@Netsure.com](mailto:support@Netsure.com)) or telephone (353.1.80.31920)
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Bridgestream programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 7:00 A.M. to 7:00 P.M. Pacific Time of the North America region
- Ability to log service requests via e-mail ([support@Bridgestream.com](mailto:support@Bridgestream.com)) or telephone
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for LogicalApps programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 7:00 A.M. to 5:00 P.M. Pacific Time of the North America region
- Access to Customer Center Portal (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during local business hours

### **Enterprise Linux Support Services**

Effective October 25, 2006, Oracle will offer Enterprise Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

### **Oracle VM Support Services**

Effective November 14, 2007, Oracle will offer Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

### **Priority Service**

Priority Service is available for program releases eligible to receive Premier, Extended, or Sustaining Support. Priority Service consists of:

- Prioritization of Service Requests: Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- Service Request Response Guidelines: Reasonable efforts will be made to respond to service requests per the following guidelines:
  - 90% of Severity 1 service requests submitted by you will be responded to within 1 hour (available 24x7)



- 90% of Severity 2 service requests submitted by you will be responded to within 2.5 local business hours
- 90% of Severity 3 service requests submitted by you will be responded to within the next local business day
- 90% of Severity 4 service requests submitted by you will be responded to within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- Designated Oracle service manager who is responsible for assisting in the management of service requests, and providing service reviews
- Priority response from Oracle's Product Development team for product bugs initiated for the resolution of service requests
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service customers
- Access to monthly web conference sessions featuring Oracle executives and/or Oracle product technology experts
- Quarterly live chats with senior Oracle product technology experts and/or management, available exclusively to Priority Service customers

In order to acquire Priority Service for a license set, you must acquire Software Update License & Support for that license set. If you have maintained Software Update License & Support and want to purchase Priority Service for a license set, the licenses do not need to be migrated to current license metrics to do so.

Priority Service is not subject to the Reinstatement policies stated above. Priority Service is not available for all programs. Please contact your Support Sales Representative for service availability.

### **Incident Server Support Package**

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests, and is available for as long as Premier Support is available for your Oracle licenses. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time of reinstatement. Incident Server Support is available for the following limited product sets, across all platforms:

- Oracle Database Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, Real Application Clusters
- Oracle Application Server Support Package: Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

Incident Server Support Packages are valid for one year from the date of purchase. Any unused service request(s) expire at the end of such term. Access to Oracle*MetaLink* expires at the same time the final service request is resolved. Your service request total will not be decreased by the number of service requests initiated for the resolution of a product bug. Incident Server Support includes:

- Access to Oracle*MetaLink* (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

## **JDeveloper Support**

JDeveloper Support is made available for Oracle JDeveloper that has been downloaded from the Oracle Technology Network after June 28, 2005. JDeveloper Support consists of:

- Assistance with service requests 24 hours per day, 7 days a week
- Access to Oracle*MetaLink* (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours (e.g., assistance with support identification numbers, assistance with logging into Oracle*MetaLink*)

## **Service Request Packages**

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your OPN Interaction Center (<http://partner.oracle.com/>) for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

## **Extended Support**

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program.

Program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to Oracle*MetaLink*, Customer Connection, e-Support, Customer Portal, or Customer Center Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

## **Sustaining Support**

Sustaining Support will be available after Premier Support expires. Program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during the Premier Support period, and created during the Extended Support period for those customers who purchased Extended Support.
- Tax, legal, and regulatory updates created during the Premier Support period
- Upgrade scripts created during the Premier Support period

- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to Oracle*MetaLink*, Customer Connection, e-Support, Customer Portal, or Customer Center Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited.

### **North American Payroll Tax Updates**

North American Payroll Tax Updates is available for programs eligible to receive Sustaining Support. Customers who acquire North American Payroll Tax Updates will receive a tax year of tax updates for Oracle payroll applications.

In order to acquire North American Payroll Tax Updates, your licensed programs must be currently supported with Software Update License & Support. If you have maintained Software Update License & Support and want to acquire North American Payroll Tax Updates, the licenses do not need to be migrated to current license metrics to do so.

North American Payroll Tax Updates will be delivered through Customer Connection (for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs), or through Oracle*MetaLink* (for all other Oracle programs).

When offered, North American Payroll Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for the applicable Oracle program release. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. North American Payroll Tax Updates is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

### **Cimmetry Maintenance**

Cimmetry Maintenance consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Eastern Time of the North America region
- Ability to log service requests online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm>
- Non-technical customer service during local business hours



## **PREVIOUS TECHNICAL SUPPORT OFFERINGS**

A list of technical support offerings that were previously offered by Oracle, or a company acquired by Oracle, is available at <http://www.oracle.com/support/collateral/tsp-previous-offerings.pdf>. The information contained within this list consists of a description of the service offering, date when new sales of the services was eliminated, and renewal options.

## **WEB-BASED CUSTOMER SUPPORT SYSTEMS**

The following policy for Web-Based Customer Support Systems applies to all Oracle product lines except PeopleSoft Enterprise, JD Edwards EnterpriseOne, JD Edwards World, Cimmety, Hyperion, Agile, Netsure, Bridgestream and LogicalApps:

OracleMetaLink is one of Oracle's five customer support web sites. Access to OracleMetaLink is governed by the Terms of Use posted on the OracleMetaLink web site, which are subject to change. A copy of these terms is available upon request. Access to OracleMetaLink is limited to your designated technical contacts. Access to OracleMetaLink is included with Software Update License & Support, Priority Service, Incident Server Support, JDeveloper Support, Extended Support, and Sustaining Support. For customers with a current Software Updates service contract, limited access to OracleMetaLink is included for patches and bug fix information.

The following policy for Web-Based Customer Support Systems applies to PeopleSoft Enterprise, JD Edwards EnterpriseOne, and JD Edwards World programs only:

Customer Connection is Oracle's second customer support web site. Access to Customer Connection is governed by the Terms of Use (PDF) posted on the Customer Connection web site, which are subject to change. A copy of these terms is available upon request. Access to Customer Connection is included with Software Update License & Support, Extended Support, Sustaining Support, and PeopleSoft World Support Service and is limited to your designated technical contacts.

The following policy for e-Support applies to Hyperion programs only:

e-Support is Oracle's third customer support web site. Access to e-Support is governed by the Terms of Use posted on the e-Support web site at <http://esupport.hyperion.com/>, which are subject to change. A copy of these terms is available upon request. Access to e-Support is limited to your designated technical contacts. Access to e-Support is included with Software Update License & Support.

The following policy for Customer Portal applies to Agile programs only:

Customer Portal is Oracle's fourth customer support web site. Access to Customer Portal is governed by the Terms of Use posted on the Customer Portal web site at <http://support.agilesoft.com>, which are subject to change. A copy of these terms is available upon request. Access to Customer Portal is limited to your designated technical contacts. Access to Customer Portal is included with Software Update License & Support.

The following policy for Customer Center Portal applies to LogicalApps programs only:

Customer Center Portal is Oracle's fifth customer support web site. Access to Customer Center Portal is governed by the Terms of Use posted on the Customer Center Portal web site at <http://support.logicalapps.com>, which are subject to change. A copy of these terms is available upon request. Access to Customer Center Portal is limited to your designated technical contacts. Access to Customer Center Portal is included with Software Update License & Support.

## **ORACLE COLLABORATIVE SUPPORT**

Oracle may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Oracle, with your consent, to access your computer system) to aid in the resolution of service requests. Such tools may be used only in connection with supported program licenses, and use of the tools will be subject to any additional license and other terms provided with the tools.

## **SEVERITY DEFINITIONS**

Service requests for supported Cimmetry programs may be submitted by you either online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm> or by telephone by dialing +1 514-735-9941. Service requests for all other supported Oracle programs may be submitted by you either online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

### **Severity 1**

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

For all supported Oracle programs other than Agile, Cimmetry, Netsure and Bridgestream programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For Agile programs, reasonable efforts will be made to respond to Severity 1 service requests within four (4) hours during local business hours, excluding holidays; local business hours are Monday through Friday 9:00 A.M. to 5:00 P.M. Pacific Time of the North America region. For Netsure programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 9:00 A.M. to 5:00 P.M. GMT. For Bridgestream programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 7:00 A.M. to 7:00 P.M. Pacific Time of the North America region.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs other than Agile, Cimmetry, Netsure and Bridgestream programs: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

### **Severity 2**

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

### **Severity 3**

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

### **Severity 4**

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You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

#### **CONTACT INFORMATION**

Phone numbers and contact information can be found on Oracle's support web site at <http://www.oracle.com/support/contact.html>.

## AMENDMENT ONE

### SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT MASTER CONTRACT FOR SOFTWARE LICENSING (MLA NUMBER MLA0024)

The State of Ohio, through the Department of Administrative Services (the "State"), located at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio 43215, on behalf of the State of Ohio, and Oracle USA, Inc. (the "Contractor") entered into a Master License and Maintenance Support Agreement Renewal (the "Contract") on May 28, 2008.

This is a renewal (the "Renewal") of that Contract. The term of the Contract will be extended until June 30, 2011.

On renewal, the Contract will be modified by replacing its Exhibit A, Technical Support Policies, with the new Exhibit A, attached hereto.

All other terms remain the same.

**TO SHOW THEIR AGREEMENT**, the parties have executed this Renewal on the date(s) below.

**ORACLE USA, INC.**

By: Glenda Sakati  
Glenda Sakati  
Manager, Public Sector License Contracts

**STATE OF OHIO  
Department of Administrative Services**

Hugh Quill /RH  
Hugh Quill  
Director

Date: July 10, 2009

Date: 7.27.2009

Effective Date: 07/10/09



# Technical Support Policies

Effective Date: 15-May-2009

## OVERVIEW

Unless otherwise stated, these Technical Support Policies apply to technical support for all Oracle product lines.

These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", in former Agile agreements as the "product support policy", in former BEA agreements as the "Support Services" policies, in former Haley agreements as the "Support Maintenance Agreement", and in former mValent agreements as the "Maintenance and Technical Support Agreement."

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels section below, all programs must be properly licensed.

Technical support is provided for issues (including problems created by you) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on an appropriate hardware, database and operating system configuration, as specified in your order or program documentation.

Product release and supported platforms information for all Oracle programs, other than Global Knowledge Software, Haley, and mValent, is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below.

Product release and supported platforms information for the following programs will be provided to you in writing:

- Global Knowledge Software
- Haley
- mValent

Oracle will provide technical support in accordance with Oracle's privacy policy available at <http://www.oracle.com/html/privacy.html>.

*These Technical Support Policies are subject to change at Oracle's discretion, however the services provided will not be materially reduced during the support period (defined below).*

To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

## SUPPORT TERMS

### Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address as designated by you. Failure to submit payment will result in the termination of support.

## **Support Period**

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period unless your technical support contract is renewed on or before the service expiration date.

## **License Set**

A license set consists of (i) all of your licenses of a program, including any options\* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager\* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module\* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, or (ii) all of your licenses of a program that share the same source code\*\*. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set. For Crystal Ball programs, a license set is defined as the same licenses of a program contained on a single order.

\*As specified on Oracle's price list.

\*\*Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition.
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Standard Edition One, and Internet Application Server Java Edition.
- WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and WebLogic Application Grid.

## **Matching Service Levels**

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support or unsupported). If you add Extended Support, you still must maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

## **Reinstatement of Oracle Technical Support**

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price

less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

#### **Pricing following Reduction of Licenses or Support Level**

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

#### **Custom Application Bundles**

Technical support may not be discontinued for a single program module within a custom application bundle.

#### **Unsupported Programs**

Customers with unsupported programs do not receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for the unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

#### **Technical Contacts**

Your technical contacts are the sole liaisons between you and OSS for technical support of programs. It is the recommended standard that your technical contacts are trained representatives of your company. Such training shall include initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts should be knowledgeable about the Oracle programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Software Update License & Support, you may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

## **Program Updates**

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (availability is determined by Oracle) and updates may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

## **Oracle Configuration Manager**

Oracle provides Oracle Configuration Manager (OCM) with some of its programs. The OCM is a tool that assists in the collection and transmission of your configuration data to Oracle to enable us to respond more efficiently to your service requests. The OCM tool will connect to Oracle over the internet. You may not receive a separate notice upon connection. You may turn the OCM tool off, however we strongly discourage this as it impedes our ability to provide services to you. More information on the tool is available at <http://www.oracle.com/technology/documentation/ocm.html>. By using this tool, you consent to the transmission of your configuration information to Oracle.

OCM will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your software environment. Configuration data provided to Oracle by software tools will be stored in password-protected repositories. It will be used to assist in resolving service requests and to provide recommendations regarding configuration of your environment and deployment of programs. In addition, because the configuration information will be updated, it may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings for you.

## **Payment Plan, Financing and Leasing Agreements**

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

## **Lifetime Support**

Lifetime Support consists of the following service levels:

- "Premier Support" (also referred to as, and will be documented on your ordering document as, "Software Update License & Support")
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available, except as noted below.

Based on availability, support may be extended for an additional three years with Extended Support for specific releases.



Alternatively, support may be extended with Sustaining Support, which will be available for as long as you maintain technical support for your Oracle licenses.

Refer to the attached document titled "Lifetime Support Policy: Coverage for Server Technologies" (PDF) for specific server technology programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "Lifetime Support Policy: Coverage for Applications" (PDF) for specific application programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "Lifetime Support Policy: Coverage for Retail Applications" (PDF) for specific Retail application programs that are, or will be, covered by the Lifetime Support policy.

Notes:

1. Active Reasoning, ContextMedia, Notiva, and Sigma Dynamics, and other programs and releases that have already had desupport dates posted on *OracleMetaLink* are excluded from the Lifetime Support policy.
2. For PeopleSoft Enterprise programs that have been retired under the previous 4-year support policy, Sustaining Support will be available for as long as you maintain technical support for these programs.
3. Tax updates and regulatory changes\* will be made available for up to six (6) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs. Upgrade scripts, new software patches, and fixes to the latest release will be made available for five (5) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs.

\*Tax updates and regulatory changes refers to those updates that address tax and/or regulatory changes which are generally made available to similarly situated licensees of PeopleSoft software, on a when and if available basis only.

4. Oracle's PeopleTools program, which was purchased in conjunction with an application program release, will be supported for as long as such application program release is supported. PeopleTools fixes are delivered in minor releases and patches; patches are provided on the current minor release only. Patches and platform certifications for a PeopleTools minor release are created when that release becomes generally available and will be supported for twelve (12) months after the next minor release becomes generally available.

To receive technical support, you may be required to apply a minor release upgrade of PeopleTools to remain current with versions of third party technologies and products as supported by the provider of the third party product.

5. For certain Oracle Retail application program releases\* prior to release 11, limited Premier Support will be available for seven years from when that release became generally available. For Oracle Retail applications for which Premier Support is not available, Sustaining Support will be available for as long as you maintain technical support for these programs.

\*formerly Retek, ProfitLogic, and 360 Commerce

6. Extended Support:

- (a) For supported customers whose Oracle application programs are only certified on Oracle9i Database Release 9.2 and the release for such application programs is currently supported under Premier Support or Extended Support, the Extended Support fee for Oracle9i Database Release 9.2 has been waived for the period August 1, 2008 to July 31, 2010. During this period, you will receive access to generally available fixes and critical patch updates ("CPUs") for such supported application programs running on the Oracle9i Database Release 9.2, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). A list of applications that are certified on Oracle9i Database Release 9.2 is available at <http://www.oracle.com/support/collateral/tsp-certified-applications.pdf>.
- (b) Extended Support for the Hyperion Pre-System 9 programs will be offered for the period October 1, 2008 to September 30, 2009. The Extended Support fee for this period has been waived for those program licenses for which customers have paid the System 9 Enablement Fee and for which technical support is continuously maintained.
- (c) Extended Support for PeopleSoft Enterprise HRMS 8.8 has been extended one year, from December 2010 to December 2011.
- (d) For supported customers, the Extended Support fee has been waived for the program releases and periods noted below. During these periods, you will receive access to generally available fixes, tax\*, legal\*, and regulatory updates\*, and critical patch updates ("CPUs") at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support).

<b>Program Release</b>	<b>Period of Extended Support Waiver</b>
Oracle e-Business Suite 11/10	December 2010 – November 2011
JD Edwards EnterpriseOne 8.11*	January 2010 – December 2010
Siebel CRM 7.8	June 2010 – May 2011
Oracle Database 10gR2	August 2010 – July 2011
PeopleSoft Enterprise 8.9*	July 2009 – June 2011

7. For the first year of Sustaining Support for Oracle E-Business Suite Release 11/9 (July 1, 2008 – June 30, 2009), Oracle will provide fixes for Severity 1 production bugs. No legislative updates will be provided with the exception of U.S. Tax Form 1099 updates for the 2008 tax year. For the second year of Sustaining Support for Oracle e-Business Suite Release 11/9 (July 1, 2009 – June 30, 2010), Oracle will continue to provide fixes for Severity 1 production bugs. No legislative updates will be provided with the exception of U.S. Tax Form 1099 updates for the 2009 tax year.

### Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves the right to desupport certain program releases. Program releases that are designated as subject to Premier Support under Oracle's Lifetime Support policy are excluded. If Global Knowledge Software, Haley, or mValent programs are desupported, you will be notified of such desupport directly by OSS. For all other Oracle

programs, desupport information, including desupport dates, information about availability of Extended Support and Sustaining Support, and information about migration paths for certain features, is posted on Oracle*MetaLink*, and POINT Support Portal. Desupport information is subject to change. For Global Knowledge Software, Haley, and mValent programs, updated desupport information will be provided to you in writing. For all other Oracle programs, Oracle will provide updated desupport information on Oracle*MetaLink* and POINT Support Portal as necessary.

### **First and Second Line Support**

It is the recommended standard that you establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you shall contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support. Oracle does not ensure its performance of the technical support described herein if such access is not provided by you when requested by Oracle.

Second Line Support shall include but not be limited to (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects the functions described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

### **Third Party Vendor-Specific Support Terms**

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified application, hardware platform, framework, database and/or operating system configuration to continue receiving technical support services from Oracle.

### **PeopleSoft and JD Edwards Release Information**

Release information for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs is available in the attached table titled, "[Release Types for PeopleSoft Enterprise and JD Edwards EnterpriseOne Applications](#)" (PDF).

### **Hyperion-Specific and Agile-Specific Support Terms**

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

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

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

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

#### Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

#### Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

**Technical Support for Development, Demonstration and End User Licenses**  
Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you've licensed to your end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

## **ORACLE TECHNICAL SUPPORT LEVELS**



## Software Update License & Support

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support is the standard level for all Oracle support services and consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal, and regulatory updates
- Upgrade scripts
- Certification with most new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to Oracle*MetaLink*, POINT Support Portal, Global Support System, or TOPdesk Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours
- For Primavera programs, web-based support is provided through the POINT Support Portal. For Haley programs, web-based support is provided through Global Support System. For mValent programs, web-based support is provided through TOPdesk Support Portal. For all other Oracle programs, unless stated otherwise, web-based support is provided through Oracle*MetaLink*.

Due to the unique constraints of the early releases of former Retek, ProfitLogic, and 360 Commerce retail applications, limited Software Update License & Support will be available for certain releases prior to release 11. The limited Software Update License & Support will consist of:

- Program updates and fixes
- Major product and technology releases
- Assistance with service requests 24 hours per day, 7 days per week
- Access to Oracle*MetaLink* (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Please review the Oracle Retail chart included in the "[Lifetime Support Policy: Coverage for Retail Applications](#)" (PDF) document for coverage information on your specific release.

Limited Software Update License & Support will be available for the following Moniforce programs: webSensor Enterprise and webProbe. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 8:00 A.M. to 6:00 P.M. Central European Time
- Access to Oracle*MetaLink* (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for the Global Knowledge Software programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates

- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 8:30 A.M. to 8:30 P.M. Eastern Time of the North America Region and 8:30 A.M. to 5:30 P.M. GMT.
- Ability to log service requests as specified in the following link:  
<http://www.oracle.com/qks/support.html>
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for the Primavera programs; except for those programs noted in the section below. The Limited Software Update License & Support will consist of:

- Program updates and fixes, if available
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests during normal business hours
- Access to POINT Support Portal (24 x 7 web-based customer support system), including the ability to log service requests online
- Ability to log service requests as specified in the following link:  
<http://www.oracle.com/primavera/support.html>
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for the following Primavera Programs: Primavera Earned Value Management (formerly Primavera Contract Manager), Primavera Evolve, Primavera SureTrak, Primavera Contractor (formerly Primavera Contractor Deluxe), and Primavera P3 Project Planner. The Limited Software Update License & Support will consist of:

- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link:  
<http://www.oracle.com/primavera/support.html>
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for the Haley programs. The Limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests during normal business hours
- Access to Global Support System (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Ability to log service requests as specified in the following link:  
<http://www.oracle.com/haley/support.html>
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for the mValent programs. The Limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Upgrade scripts
- Certification with most new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests during normal business hours
- Access to TOPdesk Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise

- Ability to log service requests as specified in the following link:  
<http://www.oracle.com/mvalent/support.html>
- Non-technical customer service during normal business hours

### **Enterprise Linux Support Services**

Effective October 25, 2006, Oracle will offer Enterprise Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

### **Oracle VM Support Services**

Effective November 14, 2007, Oracle will offer Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

### **Priority Service**

Priority Service is available for program releases receiving Premier, Extended, or Sustaining Support. Priority Service consists of:

- Prioritization of Service Requests: Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- Service Request Response Guidelines: Reasonable efforts will be made to respond to your service requests per the following guidelines:
  - 90% of Severity 1 service requests within 1 hour (available 24x7)
  - 90% of Severity 2 service requests within 2.5 local business hours
  - 90% of Severity 3 service requests within the next local business day
  - 90% of Severity 4 service requests within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- An Oracle Service Delivery Manager ("SDM") who will be the designated point of contact for Severity 1 and mutually agreed upon Severity 2 service requests (collectively, "critical service requests"). The role of the SDM is to provide assistance in managing critical service requests as follows:
  - Defining your service request priorities,
  - Coordinating a virtual team of Oracle Support delivery contributors, including your customer contact(s), to aid in the resolution of critical service requests,
  - Defining responsibilities, outstanding actions and the related action plan for resolving critical service requests,
  - At your request, helping to execute specific tasks on a critical service request managed by Oracle Support,
  - Monitoring the virtual team activity and escalating critical service requests within Oracle Support and/or to your management as necessary,
  - Organizing communication between team members as necessary, and
  - Communicating the status of your critical service requests to your customer contact(s) and senior management.
- Prioritization of defects to Oracle's Product Development team for product bugs initiated for the resolution of service requests
- Monthly Service Request reviews
- Joint Contact and Escalation Guide
- Environment Configuration Guide
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session

- Non-technical customer service during normal business hours (e.g., assistance with support identification numbers, assistance with logging into Oracle*MetaLink*)

### **Service Request Packages**

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your OPN Interaction Center (<http://partner.oracle.com/>) for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

### **Extended Support**

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program.

Program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to Oracle*MetaLink*, POINTSupport Portal, TOPdesk Support Portal, or Global Support System (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

### **Sustaining Support**

Sustaining Support will be available after Premier Support expires. Program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during the Premier Support period, and created during the Extended Support period for those customers who purchased Extended Support.
- Tax, legal, and regulatory updates created during the Premier Support period
- Upgrade scripts created during the Premier Support period
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to Oracle*MetaLink*, POINT Support Portal, TOPdesk Support Portal, or Global Support System (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours



Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited.

### **North American Payroll Tax Updates**

North American Payroll Tax Updates is available for programs eligible to receive Sustaining Support. Customers who acquire North American Payroll Tax Updates will receive a tax year of tax updates for Oracle payroll applications.

In order to acquire North American Payroll Tax Updates, your licensed programs must be currently supported with Software Update License & Support. If you have maintained Software Update License & Support and want to acquire North American Payroll Tax Updates, the licenses do not need to be migrated to current license metrics to do so.

North American Payroll Tax Updates will be delivered through Oracle*MetaLink*.

When offered, North American Payroll Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for the applicable Oracle program release. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. North American Payroll Tax Updates is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

### **PREVIOUS TECHNICAL SUPPORT OFFERINGS**

A list of technical support offerings that were previously offered by Oracle, or a company acquired by Oracle, is available at <http://www.oracle.com/support/collateral/tsp-previous-offerings.pdf>. The information contained within this list consists of a description of the service offering, date when new sales of the services was eliminated, and renewal options.

### **WEB-BASED CUSTOMER SUPPORT SYSTEMS**

The following policy for Web-Based Customer Support Systems applies to all Oracle product lines, except Global Knowledge Software, Primavera, Haley, and mValent programs:

Oracle*MetaLink* is one of Oracle's four customer support web sites. Access to Oracle*MetaLink* is governed by the Terms of Use posted on the Oracle*MetaLink* web site, which are subject to change. A copy of these terms is available upon request. Access to Oracle*MetaLink* is limited to your designated technical contacts. Access to Oracle*MetaLink* is included with Software Update License & Support, Priority Service, Incident Server Support, JDeveloper Support, Extended Support, and Sustaining Support. For customers with a current Software Updates service contract, limited access to Oracle*MetaLink* is included for patches and bug fix information.

The following policy for POINT Support Portal applies to Primavera programs only:

POINT Support Portal is Oracle's second customer support web site. Access to POINT Support Portal is governed by the Terms of Use posted on the POINT Support Portal web site at [http://customerportal.primavera.com/ocp/default.asp?main=Point\\_login.asp](http://customerportal.primavera.com/ocp/default.asp?main=Point_login.asp), and are subject to change. A copy of these terms is available upon request. Access to POINT Support Portal is

limited to your designated technical contacts. Access to POINT Support Portal is included with Software Update License & Support, Extended Support, and Sustaining Support.

The following policy for Global Support System applies to Haley programs only:

Global Support Portal is Oracle's third customer support web site. Access to Global Support System is governed by the Terms of Use posted on the Global Support System web site at <http://support.haley.com/>, and are subject to change. A copy of these terms is available upon request. Access to Global Support System is limited to your designated technical contacts. Access to Global Support System is included with Software Update License & Support, Extended Support, and Sustaining Support.

The following policy for TOPdesk Support Portal applies to mValent programs only:

TOPdesk Support Portal is Oracle's fourth customer support web site. Access to TOPdesk Support Portal is governed by the Terms of Use posted on the TOPdesk Support Portal web site at <https://support.mvalent.com/tas/public/index.jsp>, and are subject to change. A copy of these terms is available upon request. Access to TOPdesk Support Portal is limited to your designated technical contacts. Access to TOPdesk Support Portal is included with Software Update License & Support, Extended Support, and Sustaining Support.

## **GLOBAL CUSTOMER SUPPORT SECURITY PRACTICES**

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available [here](#). The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Security Practices during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

## **ADDITIONAL TOOLS**

Oracle may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Oracle, with your consent, to access your computer system) to aid in the resolution of service requests. Such tools may be used only in connection with supported program licenses, and use of the tools will be subject to any additional license and other terms provided with the tools.

## **SEVERITY DEFINITIONS**

Service requests for all other supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems, by email, or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

### **Severity 1**

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

For all supported Oracle programs, other than Moniforce webSensor Enterprise and webProbe, Global Knowledge Software, Primavera, and Haley, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour.

For Moniforce webSensor Enterprise and webProbe programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 8:00 A.M. to 6:00 P.M. Central European Time.

For Global Knowledge Software programs, reasonable efforts will be made to respond to Severity 1 service requests with four (4) hours, excluding holidays.

For Primavera programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays.

For Haley programs, reasonable efforts will be made to respond to Severity 1 service requests within two (2) hours, excluding holidays.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs other than Moniforce webSensor Enterprise and webProbe, Global Knowledge Software Primavera, Haley, and mValent programs: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

#### **Severity 2**

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

#### **Severity 3**

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

#### **Severity 4**

You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

### **CONTACT INFORMATION**

Phone numbers and contact information can be found on Oracle's support web site at <http://www.oracle.com/support/contact.html>.

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## NAS EXECUTIVE SUMMARY

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### SALES OPPORTUNITY - State of Ohio

- GCM Opportunity #: 3-APMTIU

REQUEST #: 1

LEGAL CUSTOMER NAME - Ohio Department of Administrative Services

---

### SECTION I: APPROVAL REQUESTS #1 6/30/09

#### HQAPP

1. Request approval to extend the existing Oracle and State of Ohio Master Agreement, MLA0024, which expires July 1, 2009, for 2 years through June 30, 2011.

Justification: The Oracle Account Team and the Ohio Department of Administrative Services would like to extend the existing MLA0024 for 2 years through June 30, 2011 in order to keep a valid and current contract in place for future purchases.

**BP Note:** Contracts has performed an egregious terms review and did not find any egregious terms. There are no price lists and discounts attached to the contract. Re-approval for agreement's non-standard t's and c's have been included below for Contracts ease of reference. No further business approvals are required for these items.

**KBL:** Agreement was signed in 2008 so is fairly current – note that it has a 4% tech support cap; Approved provided current tech support policies are attached per request #2.

#### Tier 3

2. Requesting approval to attach Oracle's latest Technical Support Policies (subject to change) to State of Ohio Master agreement.

Justification: Originally, The State of Ohio Contract Administrator was adamant about keeping the Technical Support Policies in the existing MLA (effective Feb 1, 2008) intact and not amending the agreement to include Oracle's current version of TSP's. OSSINFO does not approve of this kind of request and the customer has since agreed to update these policies to reflect Oracle's most current as the Master Agreement states that tech support will be provided under the tech support policies in effect at the time of the order, and that Oracle may update the policies from time to time.

### NOTE: No Additional Business Approvals required for the below:

#### **Political Compliance approval of Ohio Ethics and Election law provision:**

Stacey Hamilton wrote:

Amy - Apologies for the delay - Dee and I miscommunicated about who was responding back you. To my knowledge we are in compliance with ORC 3517.13 re campaign donations. The 2007-01S language is fine too assuming the reps all cert back to Contracts via email that they have not provided anything of value to OH employees, nor are they aware of anyone else doing so on Oracle's behalf.

Thanks,  
Stacey

Stacey Hamilton | Director, Political Compliance | Phone: +1 781 744 0438  
Oracle Government Sector Legal  
10 Van de Graaff Drive | Burlington, MA 01803

PUBSECTINFO\_US - Amy Hymanson wrote:

Stacey,

Can you please review the following provision for this master contract renewal?

\*9. Ohio Ethics & Election Law. \*The Contractor certifies that it is currently in compliance and will continue to adhere to the applicable requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on this Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) or (J)(1) of Ohio Revised Code Section 3517.13, as applicable.

**HR approval of Equal Employment Opportunity and Drug Free Workplace Provisions:**

jane robertson wrote:  
EEO approved as well.

jane robertson wrote:

Drug Free Workplace section approved. I'll have to research the other since it is state specific.

-----Original Message-----

From: PUBSECTINFO\_US - Amy Hymanson [mailto:Pubsectinfo\_us@oracle.com]

Sent: Monday, June 29, 2009 11:50 AM

To: Robertson,Jane; OSSINFO - Grasiela

Cc: PUBSECTINFO\_US@oracle.com; todd.m >> Todd Myers; DAVILA,INO

Subject: [Fwd: Re: State of Ohio MLA0024 2 year contract extension]]]]

Jane,

Please review and comment on the following in the Master Agreement for a 2 year extension:

Equal Employment Opportunity Part VIII Section 7, pg 10

Drug Free Workplace Part VIII Section 8, pg 10.

**Risk Management approval of Insurance provision:**

Bruce Cochran wrote:

Insurance language approved

**Legal approval of governing law, Ohio Revised Code, and Declaration of Terrorism:**

Dee Revere wrote:

Hi Amy:



OH governing law in Part VII Section 5, pg 9,  
**This is approved as to legal form.**

Ohio Ethics and Election Law Part VIII, Section 9, pg 10  
**This should be reviewed by Stacey Hamilton, Director of Political Compliance.**

Ohio Revised Code Section 9.24, Part VIII Section 14, pg 11  
**I checked the Ohio State Auditor's database and verified that Oracle is in compliance with this statutory requirement.**

Declaration on Terrorism Part VIII Section 15, pg 11  
**This provision is mandated by Ohio law and Oracle is able to comply with it. Note that this section requires Oracle to complete a new Declaration Against Terrorism form for the renewal of this Agreement. Please verify that a new form is being submitted.**

**SECTION II: DEAL SUMMARY N/A**


Support Caps/Flatlines				
<ul style="list-style-type: none"> <li><b>Tech Support for non-standard support options will start as of the effective date of the initial order doc</b></li> <li><b>Tech Support only will apply to those products included in the initial transaction unless otherwise specifically requested</b></li> </ul>				
Specify any non-standard support requests (See The Global Approval Matrix to determine the appropriate approval tiers. Include the requests below in Section I above:				
1.				
2.				
Price Holds				
<ul style="list-style-type: none"> <li><b>Provide info below when requesting to establish a new price hold in this Ordering Document</b></li> <li><b>This section is not to provide details of price holds that are already established</b></li> </ul>				
<u>Product Line/Products</u>	<u>Metric</u>	<u>Discount</u>	<u># Of Years</u>	
Oracle OnDemand Services				
Admin only or Comp & Admin Services? (C or C&A)				<u>Answer</u>
EBSO, OTO or CSO? Indicate all that apply.				
If EBSO or CSO indicate outsourcing implementor:				
If Admin only, is customer using the certified configuration? (Y/N)				
Does this deal include Phased Implementation? (Y/N)				
Are Comp & Admin Services met at each implementation phase? (Y/N) <ul style="list-style-type: none"> <li><u>Note 1:</u> If a customer is purchasing Outsourcing for multiple services (OTO, EBSO or CSO), the minimums are additive. For example, if a customer purchases EBSO, OTO, and CSO, the Computer and Administration Services minimum is \$18,000 per month and \$216,000 per year and the Administration Services minimum is \$12,000 per month and \$144,000 per year. OTO is defined as Outsourcing Technology Processors or Outsourcing Application Server Processors. Collaboration Suite Outsourcing is defined as Outsourcing Collaboration Suite Users. Outsourcing for all other products is considered EBSO.</li> <li><u>Note 2:</u> Phased Implementations must meet the following guidelines:               <ul style="list-style-type: none"> <li>Phases must be in three month increments</li> <li>Discounts are determined based on each phase</li> <li>Minimums must be met during each month of a phased implementation</li> </ul> </li> </ul> <u>Example:</u> A customer wishes to purchase Computer and Administration Services for 9i and Financials. The net annual fees for 9i are \$65K and the net annual fees for Financials are \$100K. An incremental fee is not required since the total fees of \$165K are greater than the \$144K annual minimum NOTE: OTO is defined as Outsourcing Technology Processors or Outsourcing Application Server Processors. Collaboration Suite Outsourcing is defined as Outsourcing Collaboration Suite Users. Outsourcing for all other products is considered EBSO.				
For existing Supply Chain Planning, Exchange Marketplace, or Vertical Applications licenses provide the following: CSI Number _____ Original License Agreement _____ Original Order Entry No. _____ Date of Original License Purchase _____ <u>Note: Validation of existing licenses and support must be obtained from validate-outsourcing_us@oracle.com</u>				
Is this a (1) new OnDemand customer (2) OnDemand purchase for licenses previously purchased (if so, indicate CSI# _____ for license purchase and date of contract signature _____) (3) OnDemand purchase for additional users of applications programs already hosted by Oracle (if so, indicate CSI# _____ for licenses purchased, date of license contract signature _____ and date of previous OnDemand contract signature _____). (1/2/3)				
Are OnDemand services provided for a subset of programs or users? (Y/N) If so, please explain and provide justification:				
Siebel CRM OnDemand (Subscription)				
Quote Subtype (New, Renewal, or Add-on):	OnDemand or Upshot?	Term in Months:	Number of Users:	
Net Total Contract Value:		New Payment Frequency (Monthly, Quarterly, Annual):		
Justification for any non-standard payment terms:				
Does customer have existing OnDemand contract?		If yes, contract number:		
Non-standard, pre-approved terms to be included:				
Additional contract terms requested:				
Justification for any additional contract terms requested:				
Oracle University				
<u>Products (Learning Credits, TBT, ILT, etc)</u>	<u>Quantity</u>	<u>List Fees</u>	<u>Discount</u>	<u>Net Fees</u>
<u>Note: Learning Credits cannot be sold to the US Government.</u>				
<b>Are you aware of another transaction for this customer currently being negotiated? (Y/N)</b>				
<b>TOTAL TRANSACTION LIST FEES:</b>				<b>\$</b>
<b>TOTAL TRANSACTION NET FEES:</b>				<b>\$</b>

### SECTION III: CUSTOMER INFORMATION

<b>Migration Information</b>	
Does this deal include a migration? (Y/N)	
What customer entities will be included in this migration (Customer only, customer and subs, etc.)? Please specify.	
Is customer migrating to the e-Business Suite? (Y/N)	
Discount requested on migrated licenses:	
Support on migrated licenses only – before migration:	
Support on migrated licenses – after migration:	
Has migration request been submitted? (Y/N)	
<b>Existing Price Hold Information</b>	
<b>Provide this info when:</b>	
<ul style="list-style-type: none"><li>• All or a portion of this purchase is off an existing, valid price hold</li><li>• Customer has an existing, valid price hold and you are requesting discounts that deviate from the existing price hold</li></ul>	
Will all or some products in this transaction be purchased pursuant to an existing, valid price hold? (All/Some)	
List the programs that customer is purchasing under the price hold:	
Date of Order Document which established the price hold:	
Price Hold Discount (%):	
Price Hold Discount (%) you are requesting if different than the contractual price hold discount:	
Date of Price List for price hold:	
Expiration date of price hold:	
Date of customer Agreement (New OLSA, existing OLSA, SLSA, Other):	
<b>Partner Referral/Influence</b>	
Partner Referral? (Y/N) No	
If yes:	
<ul style="list-style-type: none"><li>▪ Specify % of net fees to partner: _____</li><li>▪ Specify \$ fees to partner: _____</li></ul>	
Partner Influence? (Y/N) __No__	
If yes:	
<ul style="list-style-type: none"><li>▪ Strong or critical influence to partner? _____ Choose one: ____ 5% of net fees to partner ____ 10% of net fees to partner</li><li>▪ Specify \$ fees to partner: _____</li><li>▪ Criteria met: _____</li><li>▪ If the deal was originally accepted as a RESALE, provide background on why the deal went direct:</li></ul>	

### SECTION IV: JUSTIFICATION (Provide justification for the entire transaction):

### SECTION V –CONTACT INFORMATION (Mandatory):

If submitted by Field – Provide Rep/AVP name: Todd Myers- Rep/Tim Noe- AVP

If submitted by Oracle Direct – Provide field RM name:

Business Practices Manager: Amy Hymanson

Contracts Drafter: Ino Davila

Migrations Contact: Joanna Kang

\*\*\*\*\*

### SECTION VI - FOR HQAPP USE ONLY

**Recommendation:** (leave blank for HQAPP to fill out)

\*\*\*\*\*  
\*\*\*\*\*

### SECTION VII - For ORACLEDIRECT USE ONLY (required for every approval request):

- What is the opportunity number (from OTS/eBiz)?

**Additional questions for Tech Reps to answer**

- Is FMW included on this opportunity? If not, why not? No. Customer uses Microsoft IIS Servers and Software AG Webmethods.
- Are DB Options (RAC, Partitioning, Enterprise Manager, etc.) included on this opportunity? If not, why not? Yes

- Is BI included on this opportunity? If not, why not? No. The client is a Cognos customer.
- **Additional questions for Apps Reps to answer (not required for OnDemand deals)**
- Is BI/Analytics included on this opportunity? If not, why not?
- Is UPK included on this opportunity? If not, why not?

**Ino Davila**

---

**From:** HQAPP-Mike [HQAPP@oracle.com]  
**Sent:** Tuesday, July 07, 2009 5:20 PM  
**To:** KBLicense\_US - Carol  
**Cc:** Mark Johnson Approvals; Mike Daniels Approvals; pubsectinfo\_us@oracle.com; Noe, Timothy B.; todd myers; james.wiberly@oracle.com; Ino Davila; Dee Revere  
**Subject:** Re: [Fwd: [Fwd: [Fwd: Re: S&L - State of Ohio MLA0024 2 year contract extension]]]

Approved.

KBLicense\_US - Carol wrote:

Approved by KBL. Copy of master attached for reference only.  
 HQAPP - for your review.  
 Carol

On 07/07/2009 12:41 PM, Mark Johnson Approvals wrote:

Approved.

MCJA

----- Original Message -----

**Subject:**[Fwd: [Fwd: Re: S&L - State of Ohio MLA0024 2 year contract extension]]

**Date:**Tue, 07 Jul 2009 10:04:27 -0400

**From:**Mike Daniels <mike.daniels\_appr@oracle.com>

**To:**Mark C Johnson <mark.c.johnson\_appr@oracle.com>

It was attached, for some reason it cut off file extension for Word. Here it is again.

----- Original Message -----

**Subject:**[Fwd: Re: S&L - State of Ohio MLA0024 2 year contract extension]

**Date:**Mon, 06 Jul 2009 14:22:41 -0400

**From:**Mark Johnson Approvals <mark.c.johnson\_appr@oracle.com>

**To:**Mike Daniels Approvals <mike.daniels\_appr@oracle.com>,  
 mike.daniels@oracle.com

Mike,

Is there an ES? Nothing is attached. Thx.

----- Original Message -----

**Subject:**Re: S&L - State of Ohio MLA0024 2 year contract extension

**Date:**Mon, 06 Jul 2009 13:32:22 -0400



**From:**Mike Daniels <[mike.daniels\\_appr@oracle.com](mailto:mike.daniels_appr@oracle.com)>

**To:**PUBSECTINFO\_US - Aubree Gaynor

<[Pubsectinfo\\_us@oracle.com](mailto:Pubsectinfo_us@oracle.com)>, Mark C Johnson

<[mark.c.johnson\\_appr@oracle.com](mailto:mark.c.johnson_appr@oracle.com)>

**CC:**tim.noe >> Tim Noe <[tim.noe@oracle.com](mailto:tim.noe@oracle.com)>, Todd Myers

<[todd.myers@oracle.com](mailto:todd.myers@oracle.com)>, [james.wiberly@oracle.com](mailto:james.wiberly@oracle.com)

<[james.wiberly@oracle.com](mailto:james.wiberly@oracle.com)>, DAVILA,INO

<[ino.davila@oracle.com](mailto:ino.davila@oracle.com)>, Revere,Dee <[dee.revere@oracle.com](mailto:dee.revere@oracle.com)>

**References:**<[4A490EE0.6060806@oracle.com](mailto:4A490EE0.6060806@oracle.com)>

<[4A4A2438.1060809@oracle.com](mailto:4A4A2438.1060809@oracle.com)>

<[4A5227F5.2070103@oracle.com](mailto:4A5227F5.2070103@oracle.com)>

Approved. MCJA, please approve, HQAPP is final.

Mike

PUBSECTINFO\_US - Aubree Gaynor wrote:

> MCD Approvals,

>

> Please review, approve, and forward up the chain. HQAPP is final.

>

> HQAPP approval is final to extend the existing State of Ohio Master

> Agreement, which expires July 1, 2009, until June 30, 2011. The

> customer is now willing to update to our current technical support

> policies and a request to attach the latest TSPs has been added to the

> ES as a result. Contracts performed an egregious terms review and did

> not find any egregious terms. Approval comments from Legal, Political

> Compliance, HR and Risk Management regarding non-standard provisions

> are incorporated into the ES.

>

> Pubsectinfo has reviewed and modified.

>

> Thanks,

> Aubree (for Amy)

>

> PUBSECTINFO\_US - Amy Hymanson wrote:

>

>> MCD Approvals,

>>

>> Attached please find ES #1 for your review and approval. HQAPP

>> approval is final to extend the existing State of Ohio Master

>> Agreement, which expires July 1, 2009, until June 30, 2011. Please

>> note that Ossinfo has denied extension of the existing Technical

>> Support policies. Please also note that there are no price lists and

>> discounts attached to the Master Agreement. Contracts performed an

>> egregious terms review and did not find any egregious terms. Approval

>> comments from Legal, Political Compliance, HR and Risk Management

>> regarding non-standard provisions are incorporated into the ES.

>> Pubsectinfo has reviewed and modified.

>>

>> Regards,

>>

>> Amy

>>

>>

>> OSSINFO - Dan wrote:

```

>>
>>> We don't fix TSPs.  TSPs are updated at each renewal and need to be
>>> done so here.  Not approved.
>>>
>>> Dan
>>>
>>> ----- Original Message -----
>>> Subject:      [Fwd: Re: State of Ohio MLA0024 2 year contract
>>> extension]]]]
>>> Date:         Mon, 29 Jun 2009 14:50:14 -0400
>>> From:         PUBSECTINFO_US - Amy Hymanson <Pubsectinfo_us@oracle.com>
>>> To:          Robertson,Jane <jane.robertson@oracle.com>, OSSINFO -
>>> Grasiela <ossinfo_us_appr@oracle.com>
>>> CC:          PUBSECTINFO_US@oracle.com <PUBSECTINFO_US@oracle.com>,
>>> todd.m >> Todd Myers <todd.myers@oracle.com>, DAVILA,INO
>>> <ino.davila@oracle.com>
>>>
>>>
>>> Jane,
>>>
>>> Please review and comment on the following in the Master Agreement
>>> for a 2 year extension:
>>>
>>> Equal Employment Opportunity Part VIII Section 7, pg 10
>>> Drug Free Workplace Part VIII Section 8, pg 10.
>>>
>>> Ossinfo,
>>>
>>> The Customer is seeking a 2 year extension of the existing Master
>>> agreement, including extension of the tech support policies attached
>>> to the agreement.  Please review and approve extension of the
>>> existing support policies.  Regarding the Tech Support Policies, the
>>> Master Agreement provides that tech support will be provided under
>>> the tech support policies in effect at the time of the order and
>>> that Oracle may update the policies from time to time.
>>> .  Regarding the Tech Support Policies, the Master Agreement
>>> provides that tech support will be provided under the tech support
>>> policies in effect at the time of the order, and that Oracle may
>>> update the policies from time to time.
>>>
>>> Regards,
>>> Amy
>>>
>>> -- Regards,
>>> OSSINFO
>>>
>>> -----
>>>
>>>
>>> Subject:
>>> Re: State of Ohio MLA0024 2 year contract extension]]]
>>> From:
>>> Oracle Supplier Diversity Info <supplierdiversity_us@oracle.com>
>>> Date:
>>> Mon, 29 Jun 2009 10:48:00 -0700
>>> To:
>>> PUBSECTINFO_US - Amy Hymanson <Pubsectinfo_us@oracle.com>
>>>
>>> To:

```

```

>>> PUBSECTINFO_US - Amy Hymanson <Pubsectinfo\_us@oracle.com>
>>>
>>>
>>> Hi Amy - SupplierDiversity_us only covers 'supplier' diversity (vs.
>>> employment). Jane Robertson is the HR contact for employment
>>> diversity/affirmative action.
>>>
>>> Thanks,
>>> Oracle Supplier Diversity
>>>
>>> PUBSECTINFO_US - Amy Hymanson wrote:
>>>
>>>> Bruce,
>>>>
>>>> Attached please find existing agreement for the State of OH.
>>>> Please approve 2 year extension of insurance language in Part III,
>>>> Section 5, pg 4-5.
>>>>
>>>> Dee,
>>>>
>>>> Please review and comment on the following in the Master Agreement
>>>> for a 2 year extension:
>>>>
>>>> OH governing law in Part VII Section 5, pg 9,
>>>> Ohio Ethics and Election Law Part VIII, Section 9, pg 10
>>>> Ohio Revised Code Section 9.24, Part VIII Section 14, pg 11
>>>> Declaration on Terrorism Part VIII Section 15, pg 11
>>>>
>>>> Sylvia,
>>>>
>>>> Please review and comment on the following in the Master Agreement
>>>> for a 2 year extension:
>>>>
>>>> Equal Employment Opportunity Part VIII Section 7, pg 10
>>>> Drug Free Workplace Part VIII Section 8, pg 10.
>>>>
>>>> Regards,
>>>>
>>>> Amy
>>>>
>>>>
>>>> Ino Davila wrote:
>>>>
>>>>> AH, Here is my review. Any questions, please ask. id
>>>>>
>>>>> -----Original Message-----
>>>>> From: PUBSECTINFO_US - Amy Hymanson
>>>>> [mailto:Pubsectinfo\_us@oracle.com]
>>>>> Sent: Monday, June 15, 2009 12:28 AM
>>>>> To: DAVILA,INO
>>>>> Subject: [Fwd: [Fwd: [Fwd: FW: Approval Request: State of Ohio
>>>>> MLA0024
>>>>> contract extension]]]
>>>>>
>>>>>
>>>>> Ino,
>>>>>
>>>>> Kindly perform an egregious terms review of the Ohio Master Agreemen
>>>>> for an extension.
>>>>>

```

```

>>>>> Thanks!
>>>>>
>>>>> Amy
>>>>>
>>>>>
>>>>> -----
>>>>>
>>>>>
>>>>> Subject:
>>>>> [Fwd: [Fwd: FW: Approval Request: State of Ohio MLA0024 contract
>>>>> extension]]
>>>>> From:
>>>>> "Tim Noe" <tim.noe@oracle.com>
>>>>> Date:
>>>>> Thu, 11 Jun 2009 12:31:02 -0400
>>>>> To:
>>>>> "PUBSECTINFO_US - Amy Hymanson" <pubsectinfo_us@oracle.com>
>>>>>
>>>>> To:
>>>>> "PUBSECTINFO_US - Amy Hymanson" <pubsectinfo_us@oracle.com>
>>>>> CC:
>>>>> "James Wiberly" <james.wiberly@oracle.com> , BRIAN
>>>>> <BRIAN.SULLIVAN@ORACLE.COM>
>>>>>
>>>>>
>>>>> Approved.
>>>>> Pls review and forward.
>>>>> Thanks,
>>>>> Tim
>>>>>
>>>>> -----
>>>>>
>>>>>
>>>>> Subject:
>>>>> [Fwd: FW: Approval Request: State of Ohio MLA0024 contract extension
>>>>> From:
>>>>> "James Wiberly" <james.wiberly@oracle.com>
>>>>> Date:
>>>>> Wed, 10 Jun 2009 15:54:30 -0400
>>>>> To:
>>>>> "noe >> \"Noe,Timothy B.\"\" <TIM.NOE@ORACLE.COM>
>>>>>
>>>>> To:
>>>>> "noe >> \"Noe,Timothy B.\"\" <TIM.NOE@ORACLE.COM>
>>>>> CC:
>>>>> "bs >> \"brian.sullivan@oracle.com\"\" <brian.sullivan@oracle.com>
>>>>>
>>>>>
>>>>> Approved (please cc RVP / RM)
>>>>>
>>>>> thanks
>>>>>
>>>>> jim
>>>>>
>>>>> ----- Original Message -----
>>>>> Subject: FW: Approval Request: State of Ohio MLA0024 contract
>>>>> extension
>>>>> Date: Thu, 4 Jun 2009 14:27:11 -0400
>>>>> From: Brian Sullivan <brian.sullivan@oracle.com>

```

>>>> <<mailto:brian.sullivan@oracle.com>>  
 >>>> Reply-To: [brian.sullivan@oracle.com](mailto:brian.sullivan@oracle.com)  
 >>>> <<mailto:brian.sullivan@oracle.com>> <[brian.sullivan@oracle.com](mailto:brian.sullivan@oracle.com)>  
 >>>> <<mailto:brian.sullivan@oracle.com>>  
 >>>> Organization: Oracle Corporation  
 >>>> To: Wiberly James C <[james.wiberly@oracle.com](mailto:james.wiberly@oracle.com)>  
 >>>> <<mailto:james.wiberly@oracle.com>>  
 >>>>  
 >>>>  
 >>>>  
 >>>> Jim,  
 >>>> Please review and send up for approval. This is to extend the  
 >>>> current State of Ohio contract for two more years.  
 >>>> Thanks,  
 >>>> Brian  
 >>>>  
 >>>> -----Original Message-----  
 >>>> From: todd myers [<mailto:todd.myers@oracle.com>]  
 >>>> Sent: Thursday, June 04, 2009 1:50 PM  
 >>>> To: BRIAN  
 >>>> Subject: Approval Request: State of Ohio MLA0024 contract extension  
 >>>>  
 >>>>  
 >>>> Brian,  
 >>>>  
 >>>> Please approve the request below from the State of Ohio.  
 >>>> HQApproval is  
 >>>> attached along with the Ohio MLA0024.  
 >>>>  
 >>>> 1) Extend the Oracle and State of Ohio MLA0024 for 2 years  
 >>>> through  
 >>>> June 30, 2011.  
 >>>>  
 >>>> Justification: The Oracle Account Team and the Ohio Department of  
 >>>> Administrative Services would like to extend the existing MLA0024  
 >>>> for 2  
 >>>> years through June 30, 2011. The State of Ohio Contract  
 >>>> Administrator  
 >>>> is adamant about keeping the Technical Support Policies in the  
 >>>> existing  
 >>>> MLA (effective Feb 1, 2008) and not amending the agreement to includ  
 >>>> Oracle's current version of TSP's.  
 >>>>  
 >>>> Regards,  
 >>>> Todd Myers  
 >>>> 703.582.8075  
 >>>>  
 >>>>  
 >>>> --  
 >>>>  
 >>>>  
 >>>> Oracle <<http://www.oracle.com>>  
 >>>> Jim Wiberly | Regional Vice President | 212 508 7747  
 >>>> Oracle S&L GOVT SALES NE  
 >>>> Cell 631 926 1296  
 >>>>  
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>

## AMENDMENT TWO

### SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT MASTER CONTRACT FOR SOFTWARE LICENSING (MLA NUMBER MLA0024)

The State of Ohio, through the Department of Administrative Services (the "State"), located at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio 43215, on behalf of the State of Ohio and Oracle America, Inc., successor in interest to Oracle USA, Inc. (the "Contractor") entered into a Master License and Maintenance Support Agreement Renewal (the "Contract") on May 28, 2008.

This is a renewal (the "Renewal") of that Contract. The term of the Contract will be extended until June 30, 2013.

On Renewal, the Contract will be modified by replacing its Exhibit A, Technical Support Policies, with the new Exhibit A, attached hereto. For purposes of clarification, "you" and "your" as written in Exhibit A, Technical Support Policies, refers to the State or individual State Entity that has placed an order for technical support under this Contract.

On Renewal, the Contract will be modified by deleting Part III, section 7. **Network Security**, of the Contract in its entirety and replacing it as follows:

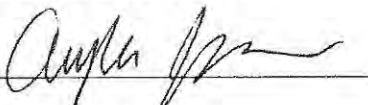
**"7. Network Security.** The Contractor may not connect to the State's internal computer network without the prior, written consent of the State, which the State will reasonably provide if necessary or appropriate for the Contractor to provide Support. The Contractor will secure its own connected systems in a manner consistent with Oracle's then-current security policies, which Oracle will provide to the State upon request. The Contractor will not be responsible for any failure to provide services or technical support due to the State's refusal to allow the Contractor to connect to the State's network."

Oracle's current security policies are attached to this Amendment Two as Exhibit B.

All other terms remain the same.

**TO SHOW THEIR AGREEMENT**, the parties have executed this Renewal on the date(s) below.

ORACLE AMERICA, INC.

By: 

Name: Angela Johnson

Title: Contracts Manager

Date: August 19, 2011

STATE OF OHIO

Department of Administrative Services

By: 

Name: Robert Blair

Title: Director

Date: 8/24/2011

Effective Date: July 1, 2011

## **EXHIBIT A**

### **Oracle Software Technical Support Policies**

# Oracle Software Technical Support Policies

Effective Date: 12-May-2011

## OVERVIEW

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all Oracle software product lines.

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels section below, all programs must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation.

Product release and supported platforms information for all Oracle programs, other than Phase Forward, is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Phase Forward programs will be provided to you in writing.

Oracle will provide technical support in accordance with Oracle's services privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>.

These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", in former Agile agreements as the "product support policy", in former BEA agreements as the "Support Services" policies, in former Haley agreements as the "Support Maintenance Agreement", in former mValent agreements as the "Maintenance and Technical Support Agreement", in former AmberPoint agreements as the "Maintenance and Support Schedule 2.0", and in former Phase Forward agreements as the "Phase Forward Licensee Support Services Policy."

These Technical Support Policies are subject to change at Oracle's discretion; however Oracle policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period (defined below) for which fees for technical support have been paid.

To view a comparison of these Oracle Software Technical Support Policies and the previous version of the Oracle Software Technical Support Policies, please refer to the attached [Statement of Changes](#) (PDF).

## SUPPORT TERMS

### Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single

billing address that you designate. Failure to submit payment will result in the termination of support.

## Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period.

## License Set

A license set consists of (i) all of your licenses of a program, including any options\* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager\* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module\* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, or (ii) all of your licenses of a program that share the same source code\*\*. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set. For Crystal Ball programs, a license set is defined as the same licenses of a program contained on a single order.

\*As specified on Oracle's price list.

\*\*Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition.
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, and Internet Application Server Standard Edition One.
- WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier.

For purposes of clarification, if you are an Oracle partner and provide first line support to an end user (e.g., Embedded Software License ("ESL"), Application Specific Full Use ("ASFU"), or any other Oracle authorized provision of first line support), a license set consists of all of the end user's licenses of the program(s) embedded or included in the Application Package pursuant to the ESL Distribution Agreement, ASFU Distribution Agreement, or other distribution agreement between you and Oracle. If the end user also has Full Use licenses supported directly by you, then those Full Use licenses must also be supported at the same level as the ASFU or ESL licenses.

If Oracle is providing first line support for all of an end user's ASFU and Full Use licenses, then both the ASFU and Full Use licenses must be supported at the same level. However, if Oracle is providing first line support for an end user's Full Use licenses and you are providing first line support for the ASFU and/or ESL licenses, then the licenses would not be considered part of the same license set under Oracle's matching service level policy.

## Matching Service Levels

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support or unsupported). If you add Extended Support, you still must maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the



license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

### **Reinstatement of Oracle Technical Support**

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

### **Pricing following Reduction of Licenses or Support Level**

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

### **Custom Application Bundles**

Technical support may not be discontinued for a single program module within a custom application bundle.

### **Unsupported Programs**

Customers with unsupported programs are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

### **Technical Contacts**

Your technical contacts are the sole liaisons between you and OSS for technical support of programs. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering.

and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Software Update License & Support, you may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

### **Program Updates**

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and updates may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

### **Payment Plan, Financing, and Leasing Agreements**

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

### **Lifetime Support**

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your ordering document as, "Software Update License & Support")
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available, except as noted below.

Based on availability, support may be extended for an additional three years with Extended Support for specific releases.

Alternatively, support may be extended with Sustaining Support, which will be available for as long as you maintain technical support for your Oracle licenses.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Technology Products](#)" (PDF) for specific server technology programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Fusion Middleware](#)" (PDF) for specific fusion middleware programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Applications](#)" (PDF) for specific application programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Retail Applications](#)" (PDF) for specific Retail application programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Sun Software Products](#)" (PDF) for specific Sun software programs that are, or will be, covered by the Lifetime Support policy.

Notes:

1. Active Reasoning, ContextMedia, Notiva, and Sigma Dynamics, and other programs and releases that have already had desupport dates posted on My Oracle Support are excluded from the Lifetime Support policy.
2. For PeopleSoft Enterprise programs that have been retired under the previous 4-year support policy, Sustaining Support will be available for as long as you maintain technical support for these programs.
3. Tax updates and regulatory changes\* will be made available for up to six (6) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs. Upgrade scripts, new software patches, and fixes to the latest release will be made available for five (5) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs.

\*Tax updates and regulatory changes refers to those updates that address tax and/or regulatory changes which are generally made available to similarly situated licensees of PeopleSoft software, on a when and if available basis only.

4. Oracle's PeopleTools program, which was provided in conjunction with a PeopleSoft application program release, will be supported for as long as such application program release is supported. Patches and platform certifications for a PeopleTools minor release will be provided until 12 months after the next minor release is made generally available or Oracle announces that no future releases will be made; Critical Patch Updates for a PeopleTools minor release may be provided for up to 24 months after the next minor release is made generally available.

You must apply PeopleTools minor releases in order to continue to receive Premier or Extended Support for a PeopleSoft application program release. You may be required to apply PeopleTools minor releases to remain current with versions of third party technologies and products as supported by the provider of the third party product.

PeopleSoft application maintenance, which includes but is not limited to: patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools.

Oracle reserves the right to make changes to the third party products included in the PeopleTools program release which includes but is not limited to: (i) requiring newer versions of the third party products, (ii) changing the way in which third party products are packaged and distributed and (iii) replacing or remediating one or more third party products.

5. For certain Oracle Retail application program releases\* prior to release 11, limited Premier Support will be available for seven years from when that release became generally available. For Oracle Retail applications for which Premier Support is not available, Sustaining Support will be available for as long as you maintain technical support for these programs.

\*formerly Retek, ProfitLogic, and 360 Commerce

6. Extended Support:

- (a) For customers with current support contracts for Oracle9i Database Release 9.2 on the following platforms: Solaris SPARC (64 bit), Linux x86 (32 bit), IBM AIX, HP-UX Itanium, HP-UX PA-RISC, HP Tru64 UNIX, Microsoft Windows (32 bit), IBM z/OS on System z, and IBM Linux on System z, Extended Support will be available from July 2010 through July 2012. During this period, Extended Support will be limited to Severity 1 fixes only; Critical Patch Updates ("CPUs") will not be made available.
- (b) Extended Support for PeopleSoft Enterprise HRMS 8.8 has been extended one year, from December 2010 to December 2011.
- (c) For customers with a current support contract for the Programs listed below, the Extended Support fee has been waived for the program releases and periods as noted. During these periods, you will receive access to generally available fixes, tax\*, legal\*, and regulatory updates\*, and critical patch updates ("CPUs"), unless otherwise specified below, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support).

<b>Program Release</b>	<b>Period of Extended Support Fee Waiver</b>
Oracle e-Business Suite 11i/10	December 2010 – November 2011
Siebel CRM 7.8	June 2010 – May 2011
Oracle Database 10gR2	August 2010 – July 2011, except as otherwise specified below under "***"
PeopleSoft Enterprise 8.9*	July 2009 – June 2011

\*Tax, legal, and regulatory updates are for the following program releases only: PeopleSoft Enterprise 8.9

\*\*The following applies to Oracle Database 10gR2:

For customers with current support contracts running Oracle Database 10gR2 on IBM Linux on System Z, the Extended Support Fee Waiver Period has been extended for one year; the Extended Support fee will be waived from August 2010 – July 2012.

For customers with current support contracts running Oracle Database 10gR2 on Fujitsu BS2000, the Extended Support fee will be waived for three years; the Extended Support fee will be waived from August 2010 – July 2013.

For customers with current support contracts running Oracle Database 10gR2 on the following platforms: Linux Itanium, IBM Linux on POWER Systems and Windows Itanium, the Extended Support fee will be waived for three years; the Extended Support fee will be waived from August 2010 – July 2013. For the period of August 2013 – July 2015, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; Critical Patch Updates (“CPUs”) will not be made available.

For customers with current support contracts running Oracle Database 10gR2 on HP OpenVMS on Itanium, the Extended Support fee will be waived for three years; the Extended Support fee will be waived from August 2010 – July 2013. For the period of August 2013 – July 2017, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; Critical Patch Updates (“CPUs”) will not be made available.

- (d) For the first year of Extended Support for PeopleSoft Enterprise 9.0, the Extended Support fee will be waived.
- 7. For the first year of Sustaining Support for Oracle E-Business Suite Release 11i (July 1, 2008 – June 30, 2009), Oracle will provide fixes for Severity 1 production bugs. No legislative updates will be provided with the exception of U.S. Tax Form 1099 updates for the 2008 tax year. For the second year of Sustaining Support for Oracle e-Business Suite Release 11i (July 1, 2009 – June 30, 2010), Oracle will continue to provide fixes for Severity 1 production bugs. No legislative updates will be provided with the exception of U.S. Tax Form 1099 updates for the 2009 tax year. For the third year of Sustaining Support for Oracle E-Business Suite 11i (July 1, 2010 – June 30, 2011), Oracle will continue to provide fixes for Severity 1 production bugs. No legislative updates or U.S. Tax Form 1099 updates will be provided.
- 8. Premier Support for Lustre 1.8 will be available through June 2012.

## **Right to Desupport**

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves that right; however, program releases that are under Premier Support are governed by Oracle's Lifetime Support policy. Desupport information, including desupport dates, information about availability of Extended Support and Sustaining Support, and information about migration paths for certain features, is posted on My Oracle Support. Desupport information is subject to change. Oracle will provide updated desupport information on My Oracle Support.

## **First and Second Line Support**

You are required to establish and maintain the organization and processes to provide “First Line Support” for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you may contact Oracle for “Second Line Support”. You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support. Oracle



does not warrant its performance of the technical support described herein if you do not provide such access at Oracle's request.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

### **Third Party Vendor-Specific Support Terms**

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle.

### **PeopleSoft and JD Edwards Release Information**

Release information for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs is available in the attached table titled, "[Release Types for PeopleSoft Enterprise and JD Edwards EnterpriseOne Applications](#)" (PDF).

### **Hyperion-Specific and Agile-Specific Support Terms**

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

#### Warranties, Disclaimers, and Exclusive Remedies

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

**FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.**

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

#### Limitation of Liability

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.**

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

#### Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

### **Technical Support for Development, Demonstration, and End User Licenses**

Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you've licensed to your end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

## **ORACLE TECHNICAL SUPPORT LEVELS**

### **Software Update License & Support**

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

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal, and regulatory updates
- Upgrade scripts
- Certification with most new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support and/or ATG Customer Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition,\* except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL

Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. (\*Community Edition refers to MySQL licensed under the GPL license.)

- For ATG programs, web-based support is provided through ATG Customer Care Support Portal. For all other Oracle programs web-based support is provided through My Oracle Support.

Software Update License & Support for the Database Firewall and Database Firewall Management Server programs consists of:

- The Software Update License & Support described above except that fixes specific to Oracle Linux are subject to Note #1 below
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification<sup>2</sup>
- Backport of fixes<sup>1</sup>, using commercially reasonable efforts, for any Oracle Linux program released from Oracle within the last six (6) months; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>

Notes:

1. Oracle will only provide bug fixes for certain versions of the Oracle Linux programs as provided on <http://linux.oracle.com/supported.html>.
2. Hardware certification will be provided for the first four (4) years from the date a release of the Oracle Linux program becomes generally available. After four (4) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Due to the unique constraints of the early releases of former Retek, ProfitLogic, and 360 Commerce retail applications, limited Software Update License & Support will be available for certain releases prior to release 11. The Limited Software Update License & Support will consist of:

- Program updates and fixes
- Major product and technology releases
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for the following Moniforce programs: webSensor Enterprise and webProbe. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests during normal business hours.
- Access to My Oracle Support (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for the Phase Forward programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Assistance with service requests during normal business hours.
- Ability to log service requests as specified in the following link: <http://www.oracle.com/us/corporate/Acquisitions/phaseforward/support-176416.html>
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for the ATG programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Upgrade scripts
- Certification with third-party products/versions as specified in the following link: <http://www.atg.com/en/products-services/commerce/supported-environments/>
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link: <http://www.oracle.com/us/corporate/Acquisitions/atg/support-296619.html>
- Non-technical customer service during normal business hours

Software Update License & Support for the Oracle Financial Services Software (“OFSS”) product lines is provided pursuant to the OFSS Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

## Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program.

Program releases eligible for Extended Support will receive Software Update License & Support limited to the following, except as specified below for Oracle Linux and Java SE program releases:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support and/or ATG Customer Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

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

*Java SE* - Java SE program releases eligible for Extended Support will receive Java SE Support limited to the following:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

## Sustaining Support

Sustaining Support will be available after Premier Support expires. Program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following, except as specified below for Oracle Linux and Java SE program releases:

- Program updates, fixes, security alerts, and critical patch updates created during the (i) Premier Support period, (ii) Extended Support period for those customers who acquired Extended Support. Customers who do not maintain Extended Support but acquire Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.
- Tax, legal, and regulatory updates created during the Premier Support period
- Upgrade scripts created during the Premier Support period
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to My Oracle Support and/or ATG Customer Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

*Oracle Linux* - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to patches, fixes, and security alerts created during the Premier Support period

\*Refer to the attached [“Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM”](#) (PDF) document for specific Oracle Linux program releases and the dates in which the above service deliverables are expected to be available.

Sustaining Support for the Oracle Linux programs does not include:

- Hardware certification
- Backport of fixes
- Access to new patches, fixes, and security alerts

*Java SE* - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:

- Minor updates and bug and security fixes created during the (i) Premier Support period, (ii) Extended Support period for those customers who acquired Extended Support. Customers who do not maintain Java SE Extended Support but acquire Java SE Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.
- Upgrade tools created during the Premier Support period
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours



Sustaining Support for the Java SE program releases does not include:

- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited.

## Priority Service

Priority Service is available for program releases receiving Premier, Extended, or Sustaining Support. Priority Service consists of:

- Prioritization of Service Requests: Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- Service Request Response Guidelines: Reasonable efforts will be made to respond to your service requests per the following guidelines:
  - 90% of Severity 1 service requests within 1 hour (available 24x7)
  - 90% of Severity 2 service requests within 2.5 local business hours
  - 90% of Severity 3 service requests within the next local business day
  - 90% of Severity 4 service requests within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- An Oracle Service Delivery Manager ("SDM") who will serve as your designated point of contact for Severity 1 and mutually agreed upon Severity 2 service requests (collectively, "critical service requests") and who will communicate with you in a local language. The role of the SDM is to provide assistance in managing critical service requests as follows:
  - Defining your service request priorities,
  - Coordinating a virtual team of Oracle Support delivery contributors, including your customer contact(s), to aid in the resolution of critical service requests,
  - Defining responsibilities, outstanding actions and the related action plan for resolving critical service requests,
  - At your request, helping to execute specific tasks on a critical service request managed by Oracle Support,
  - Monitoring the virtual team activity and escalating critical service requests within Oracle Support and/or to your management as necessary,
  - Organizing communication between team members as necessary, and
  - Communicating the status of your critical service requests to your customer contact(s) and senior management.
- Prioritization of defects to Oracle's Product Development team for product bugs initiated for the resolution of service requests
- Monthly Service Request reviews
- Joint Contact and Escalation Guide
- Environment Configuration Guide
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service customers
- Access to monthly web conference sessions delivered in English featuring Oracle product technology experts

At Oracle's discretion, Oracle may temporarily substitute or permanently replace the SDM assigned to you; however, Oracle will use reasonable efforts to minimize any such substitution or

removal of your SDM. Oracle will not assign an SDM who does not speak your local language without your prior consent.

In order to acquire Priority Service for a license set, you must acquire Software Update License & Support for that license set. If you have maintained Software Update License & Support and want to purchase Priority Service for a license set, the licenses do not need to be migrated to current license metrics to do so.

Priority Service is not subject to the Reinstatement policies stated above. Priority Service is not available for all programs. Please contact your Support Sales Representative for service availability.

### **Priority Service Desk**

Priority Service Desk is available for program releases receiving Premier, Extended, or Sustaining Support. Priority Service Desk consists of:

- Prioritization of Service Requests: Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- Service Request Response Guidelines: Reasonable efforts will be made to respond to your service requests per the following guidelines:
  - 90% of Severity 1 service requests within 1 hour (available 24x7)
  - 90% of Severity 2 service requests within 2.5 local business hours
  - 90% of Severity 3 service requests within the next local business day
  - 90% of Severity 4 service requests within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- Access to English speaking Oracle Service Delivery Managers (“SDM”) who are available to assist with Severity 1 and mutually agreed upon Severity 2 service requests (collectively, “critical service requests”). The role of the SDM team is to provide assistance in managing critical service requests as follows:
  - Defining your service request priorities,
  - Coordinating a virtual team of Oracle Support delivery contributors, including your customer contact(s), to aid in the resolution of critical service requests,
  - Defining responsibilities, outstanding actions and the related action plan for resolving critical service requests,
  - At your request, helping to execute specific tasks on a critical service request managed by Oracle Support,
  - Monitoring the virtual team activity and escalating critical service requests within Oracle Support and/or to your management as necessary,
  - Organizing communication between team members as necessary, and
  - Communicating the status of your critical service requests to your customer contact(s) and senior management.
- Prioritization of defects to Oracle’s Product Development team for product bugs initiated for the resolution of service requests
- Monthly Service Request reviews
- Joint Contact and Escalation Guide
- Environment Configuration Guide
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service Desk customers
- Access to monthly web conference sessions delivered in English featuring Oracle product technology experts

In order to acquire Priority Service Desk for a license set, you must acquire Software Update License & Support for that license set. If you have maintained Software Update License & Support and want to purchase Priority Service Desk for a license set, the licenses do not need to be migrated to current license metrics to do so.

Priority Service Desk is not subject to the Reinstatement policies stated above. Priority Service Desk is not available for all programs. Please contact your Support Sales Representative for service availability.

### **Incident Server Support Package**

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests, and is available for as long as Premier Support is available for your Oracle licenses. Incident Server Support for a program may only be acquired with the initial program license purchase and, if acquired, may be renewed for subsequent support periods. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time of reinstatement. Incident Server Support is available for the following limited product sets, across all platforms:

- Oracle Database Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, Real Application Clusters, Advanced Compression
- Oracle Application Server Support Package: Internet Application Server Enterprise Edition Internet Application Server Standard Edition, Internet Application Server Standard Edition One

Incident Server Support Packages are valid for one year from the date of purchase. Any unused service request(s) expire at the end of such term. Access to My Oracle Support expires at the same time the final service request is resolved. Your service request total will not be decreased by the number of service requests initiated for the resolution of a product bug. Incident Server Support includes:

- Access to My Oracle Support (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

### **Oracle Java Development Tools Support**

Oracle Java Development Tools Support is available for the following programs: Sun NetBeans, Oracle Enterprise Pack for Eclipse, and Oracle JDeveloper (downloaded from the Oracle Technology Network after June 28, 2005). If you acquire Oracle Java Development Tools Support, you will receive support for all of the programs included above.

Oracle Java Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Java Development Tools support does not include upgrades to new program releases.

### **Oracle Solaris Development Tools Support**

Oracle Solaris Development Tools Support is available for the following programs: Oracle Solaris Studio and Oracle Solaris Studio Express. If you acquire Oracle Solaris Development Tools Support, you will receive support for all of the programs included above.

Oracle Solaris Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Solaris Development Tools Support does not include upgrades to new program releases or access to Oracle Solaris updates, fixes or patches.

## **Java SE Support**

Java SE Support is available for Java SE program releases. Java SE Support consists of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

If you acquire Java SE Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and minor updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Java SE program.

## **OpenOffice.org Premier Support**

Effective April 15, 2011, OpenOffice.org Premier Support may not be ordered. If you are currently under contract for OpenOffice.org Premier Support then you will continue to receive such support through the end of your current support period only. OpenOffice.org Premier Support may not be renewed.

OpenOffice.org Premier Support is available for the OpenOffice.org programs. OpenOffice.org Premier Support consists of:

- Program updates and fixes
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network

## **Lustre Support**

Lustre Support is available for customers who have acquired Lustre 1.6 and 1.8. Lustre Support consists of:

- Access to patches, fixes, security alerts, and updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online

Lustre Support does not include:

- Upgrades to other Lustre program releases

## **Service Request Packages**

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service

requests, do not include updates, and are not available for all programs. Please contact your OPN Interaction Center (<http://partner.oracle.com/>) for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

### **North American Payroll Tax Updates**

North American Payroll Tax Updates is available for programs eligible to receive Sustaining Support. Customers who acquire North American Payroll Tax Updates will receive a tax year of tax updates for Oracle payroll applications.

In order to acquire North American Payroll Tax Updates, your licensed programs must be currently supported with Software Update License & Support. If you have maintained Software Update License & Support and want to acquire North American Payroll Tax Updates, the licenses do not need to be migrated to current license metrics to do so. North American Payroll Tax Updates will be delivered through My Oracle Support.

When offered, North American Payroll Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for the applicable Oracle program release. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. North American Payroll Tax Updates is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

### **Oracle Linux Support Services**

Oracle offers Oracle Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

### **Oracle VM Support Services**

Oracle offers Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

### **Exadata Premier Support**

For information regarding renewals of Exadata Premier Support, please refer to the Exadata Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

### **Sun Software Technical Support Services**

Oracle will make available for a limited time certain software technical support offerings that were previously offered by Sun Microsystems. These technical support offerings are governed by the Sun Software Technical Support Policies. Information about these offerings is available at <http://www.sun.com/servicelist/>.

## **WEB-BASED CUSTOMER SUPPORT SYSTEMS**

The following policy for My Oracle Support applies to all Oracle product lines except Phase Forward and ATG programs:

Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts.

The following applies to ATG programs only:

Access to ATG Customer Care Support Portal is governed by the Terms of Use posted on the ATG Customer Care Support Portal web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to ATG Customer Care Support Portal is limited to your designated contacts.

### **Oracle Unbreakable Linux Network**

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Database Firewall and Database Firewall Management Server programs and OpenOffice.org Premier Support.

## **TOOLS USED TO PERFORM TECHNICAL SUPPORT SERVICES**

Oracle may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Oracle, with your consent, to access your computer system) to aid in the resolution of service requests. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your hardware and software environment ("tools data"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your software environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings. Further details about some of the current tools Oracle uses to provide technical support services, and the data collected and how it is used, are described in the Oracle technical support policies, the Global Customer Support Security Practices and My Oracle Support. You may contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an ordering document, or readme that the tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Similarly, embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

### **Oracle Configuration Manager**

Oracle provides Oracle Configuration Manager (OCM) with some of its programs. The OCM is a tool that assists in the collection and transmission of your configuration data to Oracle to enable us to respond more efficiently to your service requests. The OCM tool will connect to Oracle over the internet. You may not receive a separate notice upon connection. You may turn the OCM tool off, however we strongly discourage this as it impedes our ability to provide services to you. More information on the tool is available at <http://www.oracle.com/technetwork/indexes/documentation/index.html>. By using this tool, you consent to the transmission of your configuration information to Oracle.

The configuration data provided to Oracle will be stored in password-protected repositories. In addition to the tools data uses, configuration data will be used to assist in resolving service requests and to provide recommendations regarding configuration of your environment and deployment of programs. .

## **GLOBAL CUSTOMER SUPPORT SECURITY PRACTICES**



Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/support/policies.html>. The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Security Practices during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

## SEVERITY DEFINITIONS

Service requests for all other supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems, by email, or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

### Severity 1

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Except as otherwise specified below for Moniforce webSensor Enterprise and webProbe programs and ATG Standard Support, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour.

For Moniforce webSensor Enterprise and webProbe programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 8:00 A.M. to 6:00 P.M. Central European Time.

For ATG Standard Support, reasonable efforts will be made to respond to Severity 1 service requests within two (2) business days.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs, other than Moniforce webSensor Enterprise and webProbe programs and ATG Premium and ATG Standard Support: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

### Severity 2

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

### Severity 3

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

### Severity 4

You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

## **CONTACT INFORMATION**

Phone numbers and contact information can be found on Oracle's support web site at <http://www.oracle.com/us/support/contact-068555.html>.

## **EXHIBIT B**

### **Global Customer Support Security Practices**

# Global Customer Support Security Practices

Effective Date: 10-January-2011

## OVERVIEW

Oracle Global Customer Support ("GCS") follows the security practices identified in this document when performing standard program and hardware technical support for Oracle customers ("you" or "your") under the terms of your license agreement, your order of technical support ("order"), and the [Oracle Software Technical Support Policies](#) and/or [Oracle Hardware and Systems Support Policies](#). All terms and conditions for Advanced Customer Services shall be specified in the order for such services, and are outside the scope of this document. As used herein, "your data" means any data stored in your computer system and accessed remotely while performing the services. Oracle is responsible for its employees' and subcontractors' provision of technical support (including any resulting access to and use of your data) in accordance with the terms of your order and these Security Practices. For a fuller discussion of Oracle GCS data management practices and how to control data that may be collected by Oracle's technical support tools, see the "Data Management" section below.

These Security Practices are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of security specified herein during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) ( P D F ) .

## INFORMATION SECURITY PROGRAM

Oracle's information security management program is aligned with ISO/IEC 27001:2005, and Oracle has adopted and implemented information security practices and procedures in relation to: information security policies; management responsibility for security; information asset ownership and classification; physical and logical access security; network, media and O/S security management and control; audit and monitoring; configuration management, and change control; risk assessment, mitigation and remediation; vulnerability management; incident reporting and incident management; business continuity management; and compliance reporting.

GCS practices comply with corporate policies established by Oracle's Global Information Security and Global Product Security organizations and with technical security standards and procedures set by Oracle's Global Information Technology organization.

GCS also provides new hire training courses, custom training for specific workflows and business cases, and regular 'hot topics' training and communications for GCS staff.

## GLOBAL CUSTOMER SUPPORT OPERATION

GCS is a global operation, with Service Request (SR) management based on global competencies, and global work assignment, categorization and processing. SRs are processed by GCS engineers in support centers around the globe on a follow-the-sun model, based on criticality, time zone, and the nature of the issue raised.

## WEB-BASED CUSTOMER SUPPORT SITES

Oracle offers customers a number of customer support web sites; each site operates in support of different Oracle programs and hardware lines. Described below are the security practices applicable to the My Oracle Support site. Please see the current Oracle Technical Support Policies for more complete information about which Oracle programs and hardware are supported by each support web site.

## **My Oracle Support Security**

My Oracle Support is the key website service for providing interactions with GCS for Oracle programs and hardware, including SR access, knowledge search / browse, support communities and technical forums.

My Oracle Support employs the following security controls:

- My Oracle Support is a HTTPS extranet website service using Secure Socket Layer (SSL) encryption.
- Your registration on My Oracle Support uses a unique Customer Support Identifier (CSI) linked to your Support contract(s).
- Each CSI has at least one customer-designated My Oracle Support Customer User Administrator. Your User Administrators approve / reject requests from users for new accounts and CSI associations to existing accounts; you are responsible for provisioning and de-provisioning your users on a timely basis.
- Your User Administrator can control which features your users may access on My Oracle Support (for example, write access to SRs can be enabled or disabled for a given user).
- Your User Administrator can view users associated with its CSIs, and has the ability to remove access privileges for users.
- My Oracle Support SR Attachments (documents uploaded as part of the My Oracle Support SR create / update process) are saved into a dedicated GCS repository. Your communications with this repository are secured using Secure File Transfer Protocol (sftp) and/or Hypertext Transfer Protocol over Secure Socket Layer (https).
- The GCS repository is deployed in a firewall protected demilitarized zone (DMZ) network. A DMZ is designed to permit Internet access to and from a private network, while still maintaining the security of that network. There is no direct Internet connection to the application server. The My Oracle Support site resolves to an IP address registered to a virtual server on a SSL Accelerator/Reverse Proxy to encrypt the information and mask the location of the source and destination. At the termination point of the SSL encryption, reverse proxy forwards traffic to the application server.
- My Oracle Support SR attachments are transferred to the dedicated GCS repository where they are retained while the SR is open and for up to 7 days after SR closure.
- Only your authorized users who have the SR CSI in their profile can view your SRs via My Oracle Support.
- Technical issues reported to Oracle may be used as a basis for Knowledge Management content, but references to customers and customer data, as well as customer context, are removed from Knowledge Management articles.

## **SECURITY OF TECHNOLOGIES USED TO PERFORM TECHNICAL SUPPORT**

GCS uses a number of methods and tools as part of SR diagnosis and resolution, both for Oracle program and hardware support. The security infrastructure associated with those methods and tools is described below.

### **Collaboration Tools**

GCS uses two main collaboration tools to review issues reported to Oracle: Oracle Web Conferencing (OWC) for programs and Oracle Shared Shell for hardware. Both tools share the following common features:

You control and participate actively in all sessions. You control the session, what navigation is undertaken, what data is displayed and what commands are issued. You also have the ability to shut down the session at any time for any reason.

- Secure Socket Layer (SSL) encryption is provided for data transmitted over the Internet.

Additional details about OWC and Shared Shell are as follows:

- **OWC** enables GCS to establish one-to-one web conferences to actively assist you with SR diagnosis and resolution.
  - OWC is designed to work with any Internet proxy and firewall without the need to open any additional ports.
  - You may request that the GCS engineer set a password for individual OWC sessions for SRs.
  - Oracle may record the OWC session for subsequent diagnostic and resolution purposes. You are free to instruct GCS to stop recording at any time.
- **Shared Shell** enables GCS to remotely view or access terminal/command interfaces on your supported hardware.
  - You have access control for conference participants. You invite participants to the session and are responsible for approving or denying participants. You may terminate any participant at any time.
  - The default access control for conference participants is "view only", where participants may only view what appears in the terminal/command line window. You may also choose "no-execute" access, where a participant may type a command but only you can execute it, or "full" access, which allows a participant to type and execute commands.
  - Shared Shell includes the ability to transfer files between you and other session participants. File transfer requests can be initiated by you or any other session participant. Only you approve requests to send or receive files.
  - The Shared Shell initiator system does not require any open inbound ports; all Internet communications are initiated through outbound connections from the initiator system.
  - Oracle logs Shared Shell sessions for subsequent diagnostic and resolution purposes. The log files are stored on Oracle systems with restricted access that is provisioned via an approval process. The log files are also stored on the initiator system from which you launched Shared Shell.

### **Tools Used for Programs & Hardware**

GCS provides customers a variety of tools designed to collect data to assist with issue resolution. These tools share the following common features:

- They do not capture, collect, transport, or use any production data from the system or device on which the tools are run,
- When transmitting data directly to Oracle without your active involvement, transmissions are sent using one of a variety of encryption technologies.

Further details about some of the current tools GCS uses for program and hardware technical support are described below. Additional information about other tools may be available on My Oracle Support.

### ***Tools for Programs***

#### **Oracle Configuration Manager (OCM)**

Oracle Configuration Manager (OCM), downloadable from My Oracle Support, is used to upload your environment configuration information. OCM gathers configuration information and loads that information to a Customer Configuration Repository (CCR) at Oracle. Providing the auto-collected configuration information to Oracle is voluntary and is done only with your consent through acceptance of the OCM license agreement.

- You control the installation and configuration of OCM. If you configure it to send information to Oracle, OCM pushes your selected configuration uploads to the Oracle CCR on a regular basis. OCM only initiates outbound communications to Oracle, and does not listen for inbound communications.
- In order to collect detailed database configuration information, your Oracle database must be configured with certain OCM provided PL/SQL procedures. OCM provides scripts that you can



run against the Oracle database after you install OCM. These scripts create a database account called ORACLE\_OCM in the Oracle database. The account stores the PL/SQL procedures that collect the configuration information, and owns the database management system (DBMS) job that performs the collection. After the account has been set up, it is immediately locked and the password expired because login privileges are no longer required or desired.

- You can choose to enable auto-update for OCM. OCM auto-update uses authentication and encryption. Before any downloaded update is applied, the digital signature is validated, confirming the update was signed with a certificate issued to Oracle (this certificate is different from the certificate used to secure the communications link). The signing software is on a system not connected to the Oracle corporate network.
- When transmitting configuration information to Oracle, OCM uses Secure Socket Layer (SSL) and industry standard protocol (HTTPS) as well as 128bit encryption using public/private key exchange (otherwise known as asymmetric encryption) for all communications. OCM authenticates Oracle as the recipient by interrogating the certificate returned by Oracle (a recognized certificate authority, specified by Oracle, issues the certificate to Oracle).
- The OCM upload server(s) are deployed in a firewall protected DMZ network. There is no direct Internet connection to the application server. The OCM site resolves to an IP address registered to a virtual server on a SSL Accelerator/Reverse Proxy to encrypt the information and mask the location of the source and destination. At the termination point of the SSL encryption, reverse proxy forwards traffic to the application server. Configuration information is then pushed to the CCR database tiers on Oracle's internal network.
- Oracle utilizes a network Intrusion Detection Systems (nIDS) to provide continuous surveillance on the OCM upload site to intercept and respond to security events as they are identified.
- Oracle conducts quarterly vulnerability scans on the OCM upload server to detect known vulnerabilities.
- The configuration information collected in the CCR is secured inside Oracle's Tier IV Austin Data Center and protected by Oracle network security infrastructure and security teams.
- Customers may request deletion of their configuration information by logging a Service Request indicating the specific configuration information and scope of the deletion request.

For further information about what information is collected by OCM and how it is used and protected, please consult the OCM license terms and other supporting documentation available on My Oracle Support.

### **Remote Diagnostic Agent (RDA)**

Remote Diagnostics Agent (RDA) provides further information that can assist in SR diagnosis and resolution. RDA scripts are provided to you by GCS to retrieve configuration, parameters and other settings from a system as input to and context for the SR diagnosis and resolution process in GCS.

RDA information is stored with you; however, you may choose to upload this information as attachments through the SR logging and update process on My Oracle Support. Any RDA uploads to Oracle will be secured in the dedicated GCS repository as specified above.

### **Database Diagnostic Data**

Oracle database (Release 11g or higher) diagnostic incident and package information are auto-generated by the database as the system encounters errors during its operation. Diagnostics data is designed to provide error, trace, configuration, and other information relevant to an issue from across the database. This information can help you identify, diagnose and resolve your issues without involvement from GCS.

- Diagnostics data are stored with you; however, you may choose to upload diagnostics data as attachments through the SR logging and update process on My Oracle Support. You may transfer any diagnostics data to Oracle using the OCM secured pipeline. Any diagnostics data uploads to Oracle will be secured in the dedicated GCS repository as specified above.

## ***Tools for Hardware***

### **Auto Service Request – for Systems**

Auto Service Request (ASR) for systems helps automate the hardware technical support process by using fault event telemetry to detect faults on your supported Oracle hardware, and forwards the data to Oracle for analysis and service request generation. The ASR information captured from your system and then transported to and stored within Oracle is limited to product failure information for diagnosis and resolution and to customer information for confirming eligibility to receive technical support. This includes fault event data, registration data, and ASR asset activation data (such as host names and serial numbers and service request data).

- Upon initialization of the ASR manager on your system, you register the system and perform a private/public encryption key exchange. 1024-bit RSA keys are used for signing all future messages (both request and response) of the specific ASR manager in order to provide authentication of messages with the core ASR infrastructure at Oracle.
- While activating your ASR hardware assets, the ASR manager discovers any Service Tags running on those assets to retrieve their serial numbers and production information. The ASR manager receives telemetry messages from the ASR assets and performs operations to validate and suppress an alarm if necessary. If the message should be sent to the core ASR infrastructure at Oracle for processing, the message is encoded in an XML data structure and sent via HTTPS (port 443), using RSA with RC4 (128 bit) SSL encryption.
- The core ASR infrastructure at Oracle utilizes user account credentials for validation of users and digitally-signed and encrypted traffic for validation of customer systems. All data stored by the ASR system is segregated by organization in a multi-tenancy security model, and this security is enforced through multiple layers of API-based access and authorization controls. There is no direct, outside access to the data stored in the core ASR infrastructure.

### **Auto Service Request – for Storage (Service Delivery Platform)**

The ASR Service Delivery Platform (SDP) is an Oracle configured and managed server installed on your site that connects to and monitors your supported Oracle storage devices. The SDP uses the core ASR infrastructure at Oracle, so the ASR infrastructure, network, and security practices described above for ASR for Systems are the same for SDP. Oracle also employs the following additional security measures for SDP:

- All SDP traffic between you and Oracle is initiated either from an Oracle-supplied Virtual Private Network (VPN) router or a customer VPN-capable device to Oracle's VPN termination routers.
- Oracle service engineers accessing your storage devices via VPN are authenticated and assigned various roles that are part of the assigned SDP group privileges. An engineer's credentials are encrypted using a secret key. SDP uses the HTTP protocol for authentication purposes; however, since HTTP does not encrypt the user's password, the user's session is encrypted using a 2048 bit RSA certificate.
- The production data stored on your storage devices is not visible to Oracle service engineers.
- The installation of the SDP server involves your formal review and approval, as it may require you to make network changes prior to deployment. The encryption type and hash algorithm of the VPN tunnel is reviewed and agreed to during this formal review.
- The SDP security mechanisms follow the CERT/Coordination Center guidelines for remote administration tools.
- Additional details can be found in the SDP Security White Paper, which is available upon request.

## DATA MANAGEMENT AND PROTECTION

GCS practices conform to Oracle's information protection policies, which classify your data as among the highest two classes of confidential information at Oracle. These policies also impose restrictions on the storage and distribution of your data.

GCS retains SR data in accordance with specific retention schedules for technical support related information. GCS adheres to corporate security policies for secure disposal of your data and media.

### Data Management

GCS does not create or update your data. In the event that Oracle accesses your data in connection with the provision of technical support, GCS will adhere to the privacy practices described at: <http://www.oracle.com/html/services-privacy-policy.html>.

Access to your data is granted by Oracle based on job role/responsibility, with access provisioned from a central provisioning repository that is subject to approval processes.

You maintain control over and responsibility for your data residing in your computing environments. You are responsible for all aspects of your collection of your data, including determining and controlling the scope and purpose of collection. If you provide any personally identifiable information to Oracle for use in the performance of the services, you are responsible for providing any required notices and/or obtaining any required consents relating to collection and use of such data (including any such consents necessary for Oracle to provide the services). Oracle does not and will not collect data from your data subjects or communicate with data subjects about their data.

Please note that GCS services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any health, payment card or other sensitive data that requires protections greater than those specified in these Security Practices. Information on how to remove sensitive data from your submission is available in My Oracle Support at <https://support.oracle.com/CSP/main/article?cmd=show&type=NOT&id=1227943.1>.

### Reporting Breaches

- GCS will promptly evaluate and respond to incidents that create suspicions of unauthorized misappropriation of any of your data. Oracle Global Information Security (GIS) will be informed of such incidents and, depending upon the nature of the activity, will define escalation paths and response teams to address the incidents.
- If Oracle determines that your data has been misappropriated (including by an Oracle employee), Oracle will promptly report such misappropriation to you in writing.
- Oracle personnel are instructed in addressing incidents where your data has been misappropriated, including prompt reporting and escalation procedures.

### Disclosure

You should not disclose your data to Oracle except to the extent required for Oracle to perform the services for you. Oracle will not disclose your data, including text and images, except in accordance with your order, your instructions, or to the extent required by law. Oracle will use diligent efforts to inform you, to the extent permitted by law, of any request for disclosure before disclosure is made.

## MEDIA RETURNS

You are responsible for removing all information and data that you have stored on hard disk drives and solid state drives ("drives") before you return the drives for repair/replacement.

All returned drives are processed through an Oracle logistics repair vendor located in your region. As an additional security precaution, the vendor is required to run a software-enabled data erasure process that is designed to meet the U.S. Department of Defense Sanitizing Standard 5220.22-M on all drives that are operational. This erasure takes place before Oracle proceeds with any additional processing or handling

of the device. In the event that a returned drive is non-operable, it will either be returned to the manufacturer for erasure and processing or will be batch logged via serial number and shipped to an electronic disposal vendor that pulverizes the drive.

In no event may you leave a tape in a tape drive that is being returned. If a tape is stuck inside a drive that you are unable to remove, consult your global field representative to assist with its removal.

## **NETWORK SECURITY**

Oracle uses firewall and router rules, access control lists and segmentation on the Oracle corporate network. Oracle's Global IT department manages and monitors all routers and firewall logs. Network devices are safeguarded via centralized authentication. Oracle audits corporate network usage for suspicious activity.

Remote workers use VPN encrypted network traffic via industry standard VPN or equivalent technologies.

## **PHYSICAL SECURITY**

Oracle maintains the following physical security standards for the Oracle facilities from which environments may be accessed ("service location(s)"):

- Physical access to service locations is limited to Oracle employees, subcontractors and authorized visitors.
- Oracle employees, subcontractors and authorized visitors are issued identification cards that must be worn while on the premises.
- Visitors are required to sign a visitor's register, be escorted and/or observed when they are on the premises, and/or be bound by the terms of a confidentiality agreement with Oracle.
- Oracle Corporate Security monitors the possession of keys/access cards and the ability to access service locations. Staff leaving Oracle's employment must return keys/cards and key/cards are deactivated upon termination.
- After-hours access to service locations is monitored and controlled by Oracle Corporate Security.
- Oracle Corporate Security authorizes all repairs and modifications to the physical security barriers or entry controls at service locations.

## **ORACLE CORPORATE SECURITY PRACTICES**

### **Computer Virus Controls**

On all computers issued to Oracle employees, Oracle maintains a mechanism within the Oracle network that scans all email sent both to and from any Oracle recipient for malicious code and deletes email attachments that are infected with known malicious code prior to delivery. Oracle requires all Oracle employee computers to be loaded with virus protection software. Oracle also maintains mechanisms to ensure that virus definitions are regularly updated, and that updated definitions are published and communicated to employees. These mechanisms also give employees the ability to download new definitions and update virus protection software automatically. From time to time, Oracle Global Information Security will conduct compliance reviews to ensure that employees have the virus software installed and that virus definitions on all desktops and laptops are updated.

### **Personnel**

Oracle places strong emphasis on reducing risks of human error, theft, fraud, and misuse of Oracle assets and systems. Oracle's efforts include personnel screening, making personnel aware of security policies, and training employees to implement security policies. For example, employees are expected to have a clear understanding of password policies, 'clear desk' policies, and policies concerning the handling of confidential data.

**Employee Training**

Oracle employees are required to complete an online data privacy awareness-training course. The course instructs employees on the definitions of data privacy and personal data, recognizing risks relating to personal data, understanding their responsibilities for data and reporting any suspected privacy violations. Employees also are required to complete training in corporate ethics.

Oracle performs periodic compliance reviews to determine if employees have completed the online data privacy awareness-training course. If Oracle determines that an employee has not completed this course, the employee will be promptly notified and instructed to complete such training as soon as practicable, and may be subject to disciplinary action.

Oracle promotes awareness of, and educates employees about, issues relating to security. Oracle prepares and distributes to its employees quarterly newsletters, ad hoc notices and other written material on security. Oracle also may update existing training courses, and develop new courses from time to time, which employees will be directed to complete.

**Enforcement**

Security reviews, assessments, and audits are conducted periodically to confirm compliance with Oracle information security policies, procedures and practices. Employees who fail to comply with information security policies, procedures and practices may be subject to disciplinary action, up to and including termination.

**AMENDMENT THREE**  
**TO THE**  
**SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT**  
**MASTER CONTRACT FOR SOFTWARE LICENSING (MLA NUMBER MLA0024)**  
**BETWEEN**  
**THE STATE OF OHIO**  
**AND**  
**ORACLE AMERICA, INC.**

This Amendment Three (the "Amendment") amends the Software License and Maintenance Support Agreement (the "Contract," Oracle reference name "SLSA-12916999-29-MAY-2008") dated May 28, 2008 by and between the State of Ohio, through the Department of Administrative Services (the "State"), located at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215, on behalf of the State of Ohio, and Oracle America, Inc., as successor in interest to Oracle USA, Inc., (the "Contractor"). Should there be any inconsistencies between this Amendment and the Contract, this Amendment shall control.

The parties hereby agree to amend the Contract as follows:

1. The first sentence of Part III, Section 1 (Contract Administration / Term) shall be deleted and replaced with the following:  
  
"The term of the Contract will be from May 28, 2008 until June 30, 2015."
2. Exhibit A (Oracle Software Technical Support Policies) of the Contract shall be deleted in its entirety and replaced with the Oracle Software Technical Support Policies, dated May 20, 2013, attached hereto as Exhibit A.

Other than the amended terms set forth herein, the terms and conditions of the Contract shall remain unchanged and in full force and effect.

The effective date of this Amendment shall be 6/26/13.

**ORACLE AMERICA, INC.**

By: Deborah Vaughn  
Name: Deborah Vaughn  
Title: Contracts Manager  
Date: 6/19/13

**STATE OF OHIO**  
**Department of Administrative Services**

By: [Signature]  
Name: ROBERT BLAIR  
Title: Director  
Date: JUNE 20, 2013



EXHIBIT A

ORACLE SOFTWARE TECHNICAL SUPPORT POLICIES, dated May 20, 2013.

# Oracle Software Technical Support Policies

Effective Date: 20-May-2013

## OVERVIEW

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all Oracle software product lines.

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an Oracle-authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") as described in these Oracle Software Technical Support Policies, all programs must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation.

Product release and supported platforms information for all Oracle programs, other than Phase Forward programs, is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Phase Forward programs will be provided to you in writing.

Oracle will provide technical support in accordance with Oracle's services privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>.

These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", in former Agile agreements as the "product support policy", in former BEA agreements as the "Support Services" policies, in former Haley agreements as the "Support Maintenance Agreement", in former mValent agreements as the "Maintenance and Technical Support Agreement", in former AmberPoint agreements as the "Maintenance and Support Schedule 2.0", and in former Phase Forward agreements as the "Phase Forward Licensee Support Services Policy."

These Technical Support Policies are subject to change at Oracle's discretion; however Oracle policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period (defined below) for which fees for technical support have been paid.

To view a comparison of these Oracle Software Technical Support Policies and the previous version of the Oracle Software Technical Support Policies, please refer to the attached [Statement of Changes](#) (PDF).

## SUPPORT TERMS

### Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of support.

## Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period.

## License Set

A license set consists of (i) all of your licenses of a program, including any options\* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager\* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module\* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, or (ii) all of your licenses of a program that share the same source code\*\*. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set. For Crystal Ball programs, a license set is defined as the same licenses of a program contained on a single order. For Oracle Java Embedded Binary programs, a license set consists of all of the distributed units of each unique Java application product licensed pursuant to the Java BLRA agreement between you and Oracle.

\*As specified on Oracle's price list.

\*\*Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition.
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Standard Edition One, WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier.

For purposes of clarification, if you are an Oracle partner and provide first line support to an end user (e.g., Embedded Software License ("ESL"), Application Specific Full Use ("ASFU"), or any other Oracle authorized provision of first line support), a license set consists of all of the end user's licenses of the program(s) embedded or included in the Application Package pursuant to the ESL Distribution Agreement, ASFU Distribution Agreement, or other distribution agreement between you and Oracle. If the end user also has Full Use licenses supported directly by you, then those Full Use licenses must also be supported at the same level as the ASFU or ESL licenses.

If Oracle is providing first line support for all of an end user's ASFU and Full Use licenses, then both the ASFU and Full Use licenses must be supported at the same level. However, if Oracle is providing first line support for an end user's Full Use licenses and you are providing first line support for the ASFU and/or ESL licenses, then the licenses would not be considered part of the same license set under Oracle's matching service level policy.

## Matching Service Levels

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support or unsupported). If you add Extended Support, you still must maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

## Reinstatement of Oracle Technical Support

If technical support lapses or was not originally purchased with a program license, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the relevant program; b) if you never acquired technical support for the relevant programs, then the reinstatement fee is 150% of the net technical support fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original program license order date.

In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

If you previously acquired technical support from an Oracle-authorized distributor and are now acquiring technical support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

## Pricing following Reduction of Licenses or Support Level

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

## Custom Application Bundles

Technical support may not be discontinued for a single program module within a custom application bundle.

## Unsupported Programs

Customers with unsupported programs are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

## Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support of programs. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle programs and your Oracle environment in order to help resolve system issues and to assist Oracle in

analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Software Update License & Support, you may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

### **Program Updates**

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and updates may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

### **Payment Plan, Financing, and Leasing Agreements**

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

### **Lifetime Support**

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your ordering document as, "Software Update License & Support")
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered and except as noted below, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available. If offered, support may be extended for an additional three years with Extended Support for specific releases. Except as noted below, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

Alternatively, and if offered, support may be extended with Sustaining Support, which will be available for as long as you maintain technical support for your Oracle program licenses.



Refer to the attached document titled "[Lifetime Support Policy: Coverage for Technology Products](#)" (PDF) for specific server technology programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Fusion Middleware](#)" (PDF) for specific fusion middleware programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Applications](#)" (PDF) for specific application programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Retail Applications](#)" (PDF) for specific Retail application programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Sun Software and Operating System Products](#)" (PDF) for specific Sun software and operating system products that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM](#)" (PDF) for specific Oracle Linux program releases that are, or will be, covered by the Lifetime Support Policy.

#### Notes:

1. Oracle's PeopleTools program, which was provided in conjunction with a PeopleSoft application program release, will be supported for as long as such application program release is supported. Patches and platform certifications for a PeopleTools minor release will be provided until 12 months after the next minor release is made generally available or Oracle announces that no future releases will be made; critical patch updates for a PeopleTools minor release may be provided for up to 24 months after the next minor release is made generally available.

You must apply PeopleTools minor releases in order to continue to receive Premier or Extended Support, if offered, for a PeopleSoft application program release. You may be required to apply PeopleTools minor releases to remain current with versions of third party technologies and products as supported by the provider of the third party product.

PeopleSoft application maintenance, which includes but is not limited to: patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools.

Oracle reserves the right to make changes to the third party products included in the PeopleTools program release which includes but is not limited to: (i) requiring newer versions of the third party products, (ii) changing the way in which third party products are packaged and distributed and (iii) replacing or remediating one or more third party products.

2. Extended Support:
  - (a) For customers with a current support contract for Oracle Database 11gR2, the Extended Support fee has been waived for the period of February 2015 – January 2016. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
  - (b) Except as otherwise specified in the table below, Extended Support will be made available for customers with a current support contract for Oracle Database 10gR2 for the period of



August 2013 – July 2015 at then-current Extended Support fees; Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

Platform	
Fujitsu BS2000	For customers with current support contracts running Oracle Database 10gR2 on Fujitsu BS2000, the Extended Support fee will be waived for four years; the Extended Support fee will be waived from August 2010 – July 2014.
HP OpenVMS	For customers with current support contracts running Oracle Database 10gR2 on HP OpenVMS on Itanium, the Extended Support fee will be waived for five years; the Extended Support fee will be waived from August 2010 – July 2015. For the period of August 2015 – July 2017, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
IBM Linux on POWER Systems	For customers with current support contracts running Oracle Database 10gR2 IBM Linux on POWER Systems, the Extended Support fee will be waived for three years; the Extended Support fee will be waived from August 2010 – July 2013. For the period of August 2013 – July 2015, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
IBM z/OS	For customers with current support contracts running Oracle Database 10gR2 on IBM z/OS, the Extended Support Fee Waiver Period has been extended for one year; the Extended Support fee will be waived from August 2010 – July 2012. For the period of August 2012 – July 2013, Extended Support will be available at then-current Extended Support fees. After July 2013, Extended Support will continue to be available at then-current Extended Support fees; Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Linux Itanium and Windows Itanium	For customers with current support contracts running Oracle Database 10gR2 on the following platforms: Linux Itanium and Windows Itanium, the Extended Support fee will be waived for three years; the Extended Support fee will be waived from August 2010 – July 2013. For the period of August 2013 – December 2015, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

- (c) The following applies to the specified program releases running on certified OS versions of the HP-UX on the Itanium-2 processor based platform:

Program Release	
Oracle Database 10gR2	For customers with current support contracts running Oracle Database 10gR2 on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2015 at then-current Extended Support fees. For the period of August 2013 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Oracle Database 11gR1	For customers with current support contracts running Oracle Database 11gR1 on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2015 at then-current Extended Support fees. For the period of September 2015 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Oracle Database 11gR2	For customers with current support contracts running Oracle Database 11gR2 on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2020 at then-current Extended Support fees. For the period of February 2018 – December 2020, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
WebLogic Server 9.2	For customers with current support contracts running WebLogic Server 9.2 on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2015 at then-current Extended Support fees. For the period of December 2013 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
WebLogic Server 11gR1 (10.3.x – Terminal Release)	For customers with current support contracts running WebLogic Server 11gR1 (10.3.x – Terminal Release) on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2020 at then-current Extended Support fees. For the period of July 2017 - December 2020, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Tuxedo 9.1	For customers with current support contracts running Tuxedo 9.1 on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2015 at then-current Extended Support fees. For the period of July 2014 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

- (d) The following applies to Oracle e-Business Suite:

The Extended Support fee has been waived for the program releases and periods as noted.

<b>Program Release</b>	<b>Period of Extended Support Fee Waiver</b>
Oracle e-Business Suite 11/10	December 2010 – November 2013
Oracle e-Business Suite 12.0	February 2012 – January 2015
Oracle e-Business Suite 12.1	June 2014 – December 2018

For customers with a current support contract for Oracle e-Business Suite 11.5.10, for the first thirteen (13) months of Sustaining Support, December 2013 – December 2014, Oracle will continue to provide the following: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the 2013 tax year. Payroll regulatory tax updates will be provided for the countries and tax years specified below.

<b>Country</b>	<b>2013 Tax Year</b>	<b>2014 Tax Year</b>
United States and Canada	January 1, 2013 – December 31, 2014	January 1, 2014 – December 31, 2014
United Kingdom	N/A	April 6, 2013 – April 5, 2014
Australia	N/A	July 1, 2013 – June 30, 2014

- (e) For customers with a current support contract for PeopleSoft Enterprise 9.0 and/or PeopleSoft Enterprise 9.1, the Extended Support fee will be waived for the entire Extended Support period.
- (f) For customers with a current support contract for the Oracle Identity Manager 9.1.x release, the Extended Support fee will be waived for one year; the Extended Support fee will be waived from January 2013 – December 2013.
- (g) For customers with a current support contract for Oracle Single Sign-On 10gR3, Extended Support will be made available until December 2013 at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
- (h) The following applies to JD Edwards EnterpriseOne or JD Edwards World:
- For customers with a current support contract for JD Edwards EnterpriseOne 9.0, JD Edwards EnterpriseOne 9.0 Update 2 (i.e., 9.0.2) and/or JD Edwards EnterpriseOne 9.1 releases, the Extended Support fee will be waived for the entire three year Extended Support Period. Please review the Lifetime Support policy for Extended Support timeframes.
  - For customers with a current support contract for JD Edwards World A9.1, the Extended Support fee will be waived for years two and three; the Extended Support fee will be waived from May 2013 – April 2015.
  - For customers with a current support contract for JD Edwards World A9.2, JD Edwards World A9.2.1, and/or JD Edwards World A9.3 releases, the Extended Support fee will be waived for the entire three year Extended Support period. Please review the Lifetime Support policy for Extended Support timeframes.
3. For customers with a current support contract for Oracle Network Intelligence 3.x, Oracle will provide Severity 1 fixes for the first twenty four (24) months of Sustaining Support; Severity 1 fixes will be provided from October 31, 2011 – November 1, 2013.

### Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves that right. However, program releases that are expressly identified within Oracle's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

### First and Second Line Support

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support; however please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices Section below.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

### Third Party Vendor-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle.

### Hyperion-Specific and Agile-Specific Support Terms

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

#### Warranties, Disclaimers, and Exclusive Remedies

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

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

**TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING**



## **WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### Limitation of Liability

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.**

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

### Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

## **Technical Support for Development, Demonstration and End User Licenses**

Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you have licensed to an end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

## **ORACLE TECHNICAL SUPPORT LEVELS**

### **Software Update License & Support**

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

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts
- Certification with most new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates

- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition,\* except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. (\*Community Edition refers to MySQL licensed under the GPL license.)
- For Oracle VM VirtualBox Enterprise, Software Update License & Support (SULS) is limited to the platforms specified [here](#). SULS is not available for Oracle VM VirtualBox Enterprise features noted as experimental; such features are specified in the Oracle VM VirtualBox User Manual located [here](#)
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Non-technical customer service during normal business hours

Software Update License & Support for the Database Firewall and Database Firewall Management Server programs consists of:

- The Software Update License & Support described above except that fixes specific to Oracle Linux are subject to Note #1 below
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification<sup>2</sup>
- Backport of fixes<sup>1</sup>, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>

#### Notes:

1. Oracle will only provide bug fixes for certain versions of the Oracle Linux programs as provided on <http://linux.oracle.com/supported.html>.
2. Hardware certification will be provided for the first six (6) years from the data a release of the Oracle Linux program becomes generally available. After four (4) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Limited Software Update License & Support is available for the Phase Forward programs. The limited Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Assistance with service requests during normal business hours.
- Ability to log service requests as specified in the following link:  
<http://www.oracle.com/us/corporate/Acquisitions/phaseforward/support-176416.html>
- Non-technical customer service during normal business hours

Software Update License & Support for the Oracle Financial Services Software ("OFSS") product lines is provided pursuant to the OFSS Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

### Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program.



Program releases eligible for Extended Support will receive Software Update License & Support limited to the following, except as specified below for Oracle Linux and Java SE program releases:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

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

*Java SE* - Java SE program releases eligible for Extended Support will receive Java SE Support limited to the following:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

### **Sustaining Support**

Sustaining Support will be available after Premier Support expires. Program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following, except as specified below for Oracle Linux and Java SE program releases:

- Program updates, fixes, security alerts, and critical patch updates created during the (i) Premier Support period, (ii) Extended Support period for those customers who acquired Extended Support. Customers who do not maintain Extended Support but acquire Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.
- Tax, legal, and regulatory updates created during the Premier Support period (availability may vary by country and/or program)
- Upgrade scripts created during the Premier Support period
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions

- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

*Oracle Linux* - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to patches, fixes, and security alerts created during the Premier Support period

Sustaining Support for the Oracle Linux programs does not include:

- Hardware certification
- Backport of fixes
- Access to new patches, fixes, and security alerts

*Java SE* - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:

- Minor updates and bug and security fixes created during the (i) Premier Support period, (ii) Extended Support period for those customers who acquired Extended Support. Customers who do not maintain Java SE Extended Support but acquire Java SE Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.
- Upgrade tools created during the Premier Support period
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Java SE program releases does not include:

- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited.

## Priority Service

Priority Service is available for program releases receiving Premier, Extended, or Sustaining Support. Priority Service consists of:

- Support Delivery Management. An Oracle Advanced Support Delivery Manager ("ASDM") will be assigned to you for the duration of the term. The ASDM will serve as your primary contact for the administration of the services and will communicate with you in a local language (except as noted below).
  - Your ASDM shall provide the following support services:
    - Prepare and maintain quarterly service delivery progress reports;
    - Document the contact details for key Oracle contacts, your technical contacts for Oracle Premier Support, and management escalation team ("Customer Contacts") and Oracle's escalation procedures ("Joint Contacts and Escalation Guide");
    - Document the technical specifications of your OPE ("Environment and Configuration Guide"); and

- Provide access to a customer-specific web portal.
- o Your ASDM will also assist with the following:
  - Conduct an orientation for your Customer Contacts;
  - Conduct quarterly service reviews;
  - Maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.
  - Review all Oracle Support Services activity, including service request ("SR") activity in connection with individual SRs logged by you or your Customer Contacts. The review may consist of status reports, next steps, if any, and review of your SR priorities;
  - Serve as your designated point of contact for Severity 1 and mutually agreed upon Severity 2 SR (collectively, "Critical SRs"). The ASDM will provide assistance in managing Critical SRs as follows:
    - o SR management, prioritization and escalation;
    - o Communicate the status of your SRs to your Customer Contact(s) as requested;
    - o Facilitate communications between Oracle and your Customer Contacts;
  - Facilitate your access to Oracle-sponsored events, as made available to Priority Service customers; and
  - Facilitate your access to monthly web conference sessions delivered in English featuring Oracle products.
- SR Prioritization.
  - o Oracle will prioritize your SRs above SRs of the same severity level submitted by other Premier Support customers. Reasonable efforts will be made to respond to your SRs per the following guidelines ("Service Request Response Guidelines"):
    - 90% of Severity 1 SRs within one (1) hour (available 24x7);
    - 90% of Severity 2 SRs within two and one half (2.5) local business hours;
    - 90% of Severity 3 SRs within the next local business day; and
    - 90% of Severity 4 SRs within the next local business day.
  - o Oracle will initiate internal escalations for Severity 1 and Severity 2 SRs according to the Service Request Response Guidelines; and
  - o Oracle will prioritize the repair of product defects encountered during the resolution of service requests.

If you purchase Priority Service, you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been acquired. If you have maintained Software Update License & Support and want to purchase Priority Service for a license set, the licenses do not need to be migrated to current license metrics to do so.

If you purchase Priority Service, you acknowledge that Oracle's ability to provide services depends on your fulfillment of the following obligations:

- You will designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of your Customer Contacts. Only your Customer Contacts may communicate with Oracle regarding the delivery of Priority Services.
- You are responsible for applying bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
- You will assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

If you renew Priority Service, your renewal fee for such services will be based on the Priority Service pricing policies in effect at the time of renewal. Contractual caps on annual technical support fees, including contractual caps for Software Update License & Support, do not apply to Priority Service, unless expressly stated otherwise in your contract.

Priority Service is not subject to the Reinstatement policies stated above. Priority Service is not available for all programs. Please contact your Support Sales Representative for service availability.

### **Incident Server Support Package**

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests, and is available for as long as Premier Support is available for your Oracle licenses. Incident Server Support for a program may only be acquired with the initial program license purchase and, if acquired, may be renewed for subsequent support periods. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time of reinstatement. Incident Server Support is available for the following limited product sets, across all platforms:

- Oracle Database Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, Real Application Clusters, Advanced Compression
- Oracle Application Server Support Package: Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Standard Edition One

Incident Server Support Packages are valid for one year from the date of purchase. Any unused service request(s) expire at the end of such term. Access to My Oracle Support expires at the same time the final service request is resolved. Your service request total will not be decreased by the number of service requests initiated for the resolution of a product bug. Incident Server Support includes:

- Access to My Oracle Support (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

### **Oracle Java Development Tools Support**

Oracle Java Development Tools Support is available for the following programs: Sun NetBeans, Oracle Enterprise Pack for Eclipse, and Oracle JDeveloper (downloaded from the Oracle Technology Network after June 28, 2005). If you acquire Oracle Java Development Tools Support, you will receive support for all of the programs included above.

Oracle Java Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Java Development Tools support does not include upgrades to new program releases.

### **Oracle Solaris Development Tools Support**

Oracle Solaris Development Tools Support is available for the following programs: Oracle Solaris Studio and Oracle Solaris Studio Express. If you acquire Oracle Solaris Development Tools Support, you will receive support for all of the programs included above.

Oracle Solaris Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online



- Non-technical customer service during normal business hours

Oracle Solaris Development Tools Support does not include upgrades to new program releases or access to Oracle Solaris updates, fixes or patches.

### **Oracle Application Development Framework Essentials Support**

Oracle Application Development Framework Essentials Support is available for Oracle Application Development Framework (ADF) Essentials program releases. Oracle Application Development Framework Essentials Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Application Development Framework Essentials Support does not include upgrades to new program releases.

### **Java SE Support**

Java SE Support is available for Java SE program releases. Java SE Support consists of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

If you acquire Java SE Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and minor updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Java SE program.

### **Service Request Packages**

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your OPN Interaction Center (<http://partner.oracle.com/>) for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

### **North American Payroll Tax Updates**

North American Payroll Tax Updates is available for the following Peoplesoft HRMS Payroll for North America program releases: 8.8 Service Pack 1 and 8.9. Customers who acquire North American Payroll Tax Updates will receive one (1) calendar year of tax updates for the applicable Peoplesoft HRMS Payroll for North America program release. North American Payroll Tax Updates is only available in the following countries: United States, Canada and Puerto Rico.

In order to acquire North American Payroll Tax Updates, your licensed Peoplesoft HRMS Payroll for North American program must be currently supported with Software Update License & Support. North American Payroll Tax Updates will be delivered through My Oracle Support.

North American Payroll Tax Updates may be acquired for the applicable Peoplesoft HRMS Payroll for North America program releases as follows: (i) up to two (2) years from the availability of Sustaining Support for program release 8.9 and (ii) three (3) years from the availability of Sustaining Support for program release 8.8 Service Pack 1. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. Please contact your Support Sales Representative for service availability.

#### **Global Payroll Legislative Tax Updates**

Global Payroll Legislative Updates is available for PeopleSoft HRMS Global Payroll program release 8.9. Customers who acquire Global Payroll Legislative Updates will receive one (1) calendar year of legislative updates for PeopleSoft HRMS Global Payroll program release 8.9. Global Payroll Legislative Updates is only available in the following countries: Australia, New Zealand, Spain, France, Mexico, United Kingdom and India.

In order to acquire Global Payroll Legislative Tax Updates, your licensed PeopleSoft HRMS Global Payroll program must be currently supported with Software Update License & Support. Global Payroll Legislative Tax Updates will be delivered through My Oracle Support.

Global Payroll Legislative Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for PeopleSoft HRMS Global Payroll program release 8.9. Global Payroll Legislative Tax Updates are not subject to the Reinstatement policies stated above. Please contact your Support Sales Representative for service availability.

#### **Oracle Linux Support Services**

Oracle offers Oracle Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

#### **Oracle VM Support Services**

Oracle offers Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

#### **Exadata Premier Support**

For information regarding renewals of Exadata Premier Support, please refer to the Exadata Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

#### **Sun Software Technical Support Services**

Oracle will make available for a limited time certain software technical support offerings that were previously offered by Sun Microsystems. These technical support offerings are governed by the Sun Software Technical Support Policies. Information about these offerings is available at <http://www.sun.com/servicelist/>.

### **WEB-BASED CUSTOMER SUPPORT SYSTEMS**

#### **My Oracle Support**

Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts.

The following Oracle programs are not currently supported under My Oracle Support: Phase Forward programs.



## Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Database Firewall and Database Firewall Management Server programs.

## TOOLS USED TO PERFORM TECHNICAL SUPPORT SERVICES

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) to assist with issue resolution. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment ("tools data"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment.

By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you. Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may also contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an ordering document, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

## GLOBAL CUSTOMER SUPPORT SECURITY PRACTICES

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/support/policies.html>. The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Global Customer Support Security Practices during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

Please note that global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any health, payment card or other sensitive data that requires protections greater than those specified in the [Global Customer Support Security Practices](#). Information on how to remove sensitive data from your submission is available in My Oracle Support at <https://support.oracle.com/CSP/main/article?cmd=show&type=NOT&id=1227943.1>.

## SEVERITY DEFINITIONS

Service requests for supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the severity definitions specified below.

### Severity 1

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs, except if otherwise specified below: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by phone, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

### Severity 2

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

### Severity 3

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

### Severity 4

You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

## CONTACT INFORMATION

Phone numbers and contact information can be found on Oracle's support web site located [here](#).



**AMENDMENT FOUR  
TO THE  
SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT  
MASTER CONTRACT FOR SOFTWARE LICENSE (MLA NUMBER MLA0024)  
BETWEEN  
THE STATE OF OHIO  
AND  
ORACLE AMERICA, INC.**

This Amendment Four (the "Amendment") amends the Software License and Maintenance Support Agreement (the "Contract," Oracle reference name SLA-12916999-29-MAY-2008") dated May 28<sup>th</sup>, 2008 by and between the State of Ohio, through the Department of Administrative Services (the "State"), located at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio 43215, on behalf of the State of Ohio, and Oracle America, Inc., as successor in interest to Oracle USA, Inc., (the "Contractor"). Should there be any inconsistencies between this amendment and the Contract, this Amendment shall control.

The parties hereby agree to amend the contract as follows:

1. The first sentence of Part III, Section 1 (Contract Administration/Term) shall be deleted and replaced with the following:  
"The term of the Contract shall be from May 28, 2008 until December 31, 2015.
2. Exhibit A (Oracle Software Technical Support Policies) of the Contract shall be deleted in its entirety and replaced with the Oracle Software Technical Support Policies, dated April 1, 2015 and attached hereto as Exhibit A.

Other than the amended terms set forth herein, the terms and conditions of the Contract shall remain unchanged and in full force and effect.

The effective date of this Amendment Four is 01 JUL 2015. (to be completed by Oracle)

**Oracle America, Inc.**

**Authorized Signature:** Rita Domit  
Rita Domit (Jun 19, 2015)  
**Name:** Rita Domit  
**Title:** NAMER License Manager  
**Signature Date:** Jun 19, 2015

**State of Ohio**

Department of Administrative Services

**Authorized Signature:** Robert Blair  
**Name:** Robert Blair  
**Title:** DIRECTOR  
**Signature Date:** 6-30-15

## **EXHIBIT A**

### **ORACLE SOFTWARE TECHNICAL SUPPORT POLICIES**

Dated 1-April-2015



# Oracle Software Technical Support Policies

Effective Date: 1-April-2015

## 1. Overview

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all Oracle software product lines.

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an Oracle-authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") as described in these Oracle Software Technical Support Policies, all programs must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation.

Product release and supported platforms information for all Oracle programs, other than Phase Forward, Nimbula and MICROS Systems programs, is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Phase Forward and Nimbula programs will be provided to you in writing.

Oracle will provide technical support in accordance with Oracle's services privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html> and Oracle's Global Customer Support Security Practices, as referenced below.

References to the Technical Support Policies in former Oracle, or vendors acquired by Oracle, agreements may vary (e.g. Software Support Services Terms and Conditions, Maintenance Services Policy, Standard Maintenance Program, product support policy, Support Services policies, Support Maintenance Agreement, Maintenance and Technical Support Agreement, Maintenance and Support Schedule 2.0, and Licensee Support Services Policy).

These Technical Support Policies are subject to change at Oracle's discretion; however Oracle policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period (defined below) for which fees for technical support have been paid.

To view a comparison of these Oracle Software Technical Support Policies and the previous version of the Oracle Software Technical Support Policies, please refer to the attached [Statement of Changes](#) (PDF).

## 2. Support Terms

### Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate ("payment plan"). Your payment or commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.



## Support Period

Technical support is effective upon the effective date of your order unless stated otherwise in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the order, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. Oracle is not obligated to provide technical support beyond the end of the support period.

## License Set

A license set consists of (i) all of your licenses of a program, including any options\* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager\* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module\* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, (ii) all of your licenses of a program that share the same source code\*\*, or (iii) for Crystal Ball programs, the same licenses of a program contained on a single order, (iv) for Java Embedded Binary programs, all of the distributed units of the program(s) embedded in each unique Java Application Product pursuant to the Java Binary License and Redistribution Agreement ("BLRA") between you and Oracle, or (v) if you are distributing Java Restricted Use Binary programs or if you are distributing Java Embedded Binary programs under the Oracle Java Partner Initiative ("OJPI"), all of the end user's licenses of the program(s) embedded or included in the Java Application Product pursuant to the BLRA. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

\*As specified on Oracle's price list.

\*\*Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition.
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier.
- Oracle FLEXCUBE Core Banking programs
- Oracle FLEXCUBE Universal Banking for Retail programs
- Oracle FLEXCUBE Universal Banking for Corporate programs
- Oracle FLEXCUBE Lending & Leasing programs
- Oracle Daybreak programs
- Oracle Banking programs

If you are an Oracle partner and provide first line support to an end user (e.g., Embedded Software License ("ESL"), Application Specific Full Use ("ASFU"), or any other Oracle authorized provision of first line support), a license set consists of all of the end user's licenses of the program(s) embedded or included in the Application Package pursuant to the ESL Distribution Agreement, ASFU Distribution Agreement, or other distribution agreement between you and Oracle. If the end user also has Full Use licenses supported directly by you, then those Full Use licenses must also be supported at the same level as the ASFU or ESL licenses.

If Oracle is providing first line support for all of an end user's ASFU and Full Use licenses, then both the ASFU and Full Use licenses must be supported at the same level. However, if Oracle is providing first line support for an end user's Full Use licenses and you are providing first line support for the ASFU and/or ESL licenses, then the licenses would not be considered part of the same license set.

## Matching Service Levels

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support, Oracle Communications Network Premier Support or unsupported). If you add Extended Support, you still must maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release.



You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

### **Reinstatement of Oracle Technical Support**

If technical support lapses or was not originally purchased with a program license, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the relevant program; b) if you never acquired technical support for the relevant programs, then the reinstatement fee is 150% of the net technical support fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original program license order date.

In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

If you previously acquired technical support from an Oracle-authorized distributor and are now acquiring technical support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an order is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

### **Pricing following Reduction of Licenses or Support Level**

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

### **Custom Application Bundles**

Technical support may not be discontinued for a single program module within a custom application bundle.

### **Unsupported Programs**

Customers with unsupported programs are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

### **Technical Contacts**

Your technical contacts are the sole liaisons between you and OSS for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle supported programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering.



and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

You may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

### **Program Updates**

Update means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

### **Right to Desupport**

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves that right. However, program releases that are expressly identified within Oracle's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

### **First and Second Line Support**

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support; however please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices section below.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

### **Third Party Vendor-Specific Support Terms**



You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle.

### Technical Support for Development, Demonstration and End User Licenses

Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you have licensed to an end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

## 3. Lifetime Support

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your order as, “Software Update License & Support” or “Oracle Communications Network Software Premier Support”)
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered and except as noted below, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available. If offered, support may be extended for an additional three years with Extended Support for specific releases. Except as noted below, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

Alternatively, and if offered, support may be extended with Sustaining Support, which will be available for as long as you maintain technical support for your Oracle program licenses.

For specific programs that are, or will be covered by the Lifetime Support Policy, service levels offered, and timeframes refer to the following:

- For server technology programs view [“Lifetime Support Policy: Coverage for TechnologyProducts”](#) (PDF)
- For fusion middleware programs view [“Lifetime Support Policy: Coverage for Fusion Middleware”](#) (PDF)
- For application programs view [“Lifetime Support Policy: Coverage for Applications”](#) (PDF)
- For retail application programs view [“Lifetime Support Policy: Coverage for Retail Applications”](#) (PDF)
- For Sun software and operating system products view [“Lifetime Support Policy: Coverage for Sun Software and Operating System Products”](#) (PDF)
- For Oracle Linux program releases view [“Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM”](#) (PDF)
- For OFSS programs view [“Lifetime Support Policy: Coverage for Oracle Financial Services Software”](#) (PDF)

**Exceptions** - For customers with a current support contract running:

1. **PeopleTools.** The PeopleTools program, provided in conjunction with a PeopleSoft application program release, will be supported for as long as such application program release is supported. Patches and platform certifications for a PeopleTools minor release will be provided until 12 months after the next minor release is made generally available or Oracle announces that no future releases will be made;



critical patch updates for a PeopleTools minor release may be provided for up to 24 months after the next minor release is made generally available.

You must apply PeopleTools minor releases in order to continue to receive Premier or Extended Support, if offered, for a PeopleSoft application program release. You may be required to apply PeopleTools minor releases to remain current with versions of third party technologies and products as supported by the provider of the third party product.

PeopleSoft application maintenance, which includes but is not limited to: images, patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools.

Oracle reserves the right to make changes to the third party products included in the PeopleTools program release which includes but is not limited to: (i) requiring newer versions of the third party products, (ii) changing the way in which third party products are packaged and distributed and (iii) replacing or remediating one or more third party products.

2. **Oracle Database 11gR2:** The Extended Support fee has been waived for the period of February 2015 – January 2016. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
3. **Oracle Database 10gR2:** Except as otherwise specified in the table below, Extended Support will be made available at Oracle's then current Extended Support pricing from: August 2013 – July 2015. Extended Support for Oracle Database 10gR2 will be limited to Severity 1 fixes only; critical patch updates will not be made available.

For customers running Oracle Database 10gR2 on:

Platform	
Fujitsu BS2000	The Extended Support fee will be waived from August 2010 – July 2014.
HP OpenVMS on Itanium	The Extended Support fee will be waived from August 2010 – July 2015. For the period of August 2015 – July 2017, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
IBM z/OS	After July 2013, Extended Support will continue to be available at Oracle's then-current Extended Support fees. Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Linux Itanium and Windows Itanium	For the period of August 2013 – December 2015, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

4. **HP-UX and Itanium-2 Processor:** The following Extended Support exceptions apply to those customers running the supported Oracle program releases on certified OS versions of the HP-UX on the Itanium-2 processor based platform:

Oracle Program Release	
Oracle Database 10gR2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of August 2013 – December 2015, Extended Support



	will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Oracle Database 11gR1	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of September 2015 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Oracle Database 11gR2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2020. For the period of February 2018 – December 2020, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
WebLogic Server 9.2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of December 2013 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Tuxedo 9.1	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of July 2014 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

#### 5. Oracle e-Business Suite:

- a) **Oracle e-Business Suite Extended Support:** The Extended Support fee has been waived for the Oracle program releases and periods stated below.

Oracle Program Release	The Extended Support Fee will be waived from:
Oracle e-Business Suite 12.0	February 2012 – January 2015
Oracle e-Business Suite 12.1	January 2017 – December 2019

- b) **Oracle e-Business Suite 11.5.10 Sustaining Support:** For Sustaining Support for Oracle e-Business Suite 11.5.10, provided from December 2013 – December 2015, Oracle will continue to provide: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the 2013 and 2014 tax years. During this period, payroll regulatory tax updates will only be provided for the countries and tax years specified below.

Country	2013 Tax Year	2014 Tax Year
United States and Canada	January 1, 2013 – December 31, 2013	January 1, 2014 – December 31, 2014
United Kingdom	N/A	April 6, 2013 – April 5, 2014
Australia	N/A	July 1, 2013 – June 30, 2014

6. **PeopleSoft Enterprise 9.0 and PeopleSoft Enterprise 9.1:** The Extended Support fee will be waived for the entire Extended Support period.

#### 7. JD Edwards EnterpriseOne and JD Edwards World:

- a. **JD Edwards EnterpriseOne 9.0, JD Edwards EnterpriseOne 9.0 Update 2 (i.e., 9.0.2) and/or JD Edwards EnterpriseOne 9.1 releases:** The Extended Support fee will be waived for the entire Extended Support Period. Please review the Lifetime Support policy for Extended Support timeframes.
- b. **JD Edwards World A9.1:** The Extended Support fee will be waived from: May 2013 – April 2015.



- c. **JD Edwards World A9.2, JD Edwards World A9.2.1, and/or JD Edwards World A9.3:** The Extended Support fee will be waived for the entire Extended Support period. Please review the Lifetime Support policy for Extended Support timeframes.
8. **Oracle Portal 11gR1 and Oracle Discoverer 11gR1 (Oracle Fusion Middleware):** The Extended Support fee will be waived from July 2014 – June 2015.
9. **Oracle Exadata Storage Server Software 11.2 (program releases 11.2.3.2.2 and above):** The Extended Support fee will be waived from October 2014 – September 2015.
10. **Oracle Insurance Policy Administration System (J2EE) 8.016.43.0 Sustaining Support:** For Sustaining Support for Oracle Insurance Policy Administration Systems (J2EE) 8.016.43.0, Oracle will continue to provide Severity 1 fixes through December 31, 2014.

## 4. Oracle Technical Support Levels

### Software Update License & Support

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

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

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

- The Software Update License & Support described above
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification<sup>1</sup>



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

**Notes:**

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

Limited Software Update License & Support is available for the Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas). The limited Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link:  
<http://www.oracle.com/us/support/contact/health-sciences-license-support/index.html>
- Non-technical customer service during normal business hours

## Extended Support

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

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

Extended Support does not include:

- Certification with new third party products/versions

*Extended Support for Java SE* - Java SE program releases eligible for Extended Support will receive Java SE Support limited to the following:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

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



## Sustaining Support

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

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

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

*Sustaining Support for Oracle Linux* - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to patches, fixes, and security alerts created during the Premier Support period

Sustaining Support for the Oracle Linux programs does not include:

- Access to new patches, fixes, and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

*Sustaining Support for Java SE* - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:

- Minor updates and bug and security fixes created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade tools created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours



Sustaining Support for the Java SE program releases does not include:

- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

*Sustaining Support for Nimbula* – Nimbula program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to existing program updates and fixes only (i.e., new program updates and fixes will not be provided)
- Assistance with service requests during normal business hours.
- Ability to log service requests via the following email: [Nimbula-Support\\_WWW@oracle.com](mailto:Nimbula-Support_WWW@oracle.com)
- Non-technical customer service during normal business hours

Sustaining Support for the Nimbula program releases does not include:

- Access to new program updates and fixes
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

## Oracle Communications Network Software Premier & Sustaining Support

Oracle Communications Network Software Premier Support is available for the following program categories (collectively "Oracle Communications Network Software"): Oracle Communications EAGLE, Oracle Communications Performance Intelligence Center, Oracle Communications Diameter Signaling Router, Oracle Communications Policy Management and Oracle Communications Subscriber Data Management. Oracle Communications Network Software Premier Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Certification with most new third-party products/versions (availability may vary by program)
- Remote installation of Oracle Communications Network Software
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

For Oracle Communications Network Software Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

Severity Level	Response Time <sup>1</sup>	Remote Restoration Time <sup>1</sup>	Resolution Time <sup>1</sup>
Severity 1	15 minutes	6 hours	30 calendar days
Severity 2	15 minutes	48 hours	30 calendar days
Severity 3	N/A	N/A	180 calendar days

1. For purposes of the above table, the following definitions apply:

- **Response Time** - The elapsed time beginning when you create a service request until Oracle first responds to you.
- **Remote Restoration Time** - The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.



- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Software program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program Updates
- Fixes and security alerts created during the Premier Support period
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Oracle Communications Network Software program releases does not include:

- New fixes and security alerts
- Remote installation of Oracle Communications Network Software
- Certification with new third party products/versions
- Response Times identified above

## 5. Additional Support Services Available for Purchase

### Incident Server Support Package

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests to be used within a 12 month period. Any unused service requests at the end of the support period shall expire. Incident Server Support for a program may be acquired with the initial program license purchase and, if acquired with such purchase, may be renewed for subsequent support periods for as long as Premier Support is available for your Oracle program license. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time Software Update License & Support is acquired. Incident Server Support is available for the following across all platforms:

- Oracle Database Incident Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, and Real Application Clusters
- Oracle Application Incident Server Support Package: Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, and Internet Application Server Java Edition

Incident Server Support consists of:

- 10 service requests
- Access to My Oracle Support (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

Service requests requiring resolution of a program bug will not be counted against your overall service request total. Your access to Incident Server Support services, including My Oracle Support, ends on the earlier of (i) expiration of the support period; or (ii) resolution of your final service request. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering.

If you renew Incident Server Support Package, your renewal fee for such services will be based on Oracle's Incident Server Support Package pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Incident Server Support Package is not subject to the Reinstatement of Oracle Technical Support section above.

### Oracle Java Development Tools Support



Oracle Java Development Tools Support is available for the following programs: Sun NetBeans, Oracle Enterprise Pack for Eclipse, and Oracle JDeveloper (downloaded from the Oracle Technology Network after June 28, 2005). If you acquire Oracle Java Development Tools Support, you will receive support for all of the programs included above.

Oracle Java Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Java Development Tools Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

### **Oracle Solaris Development Tools Support**

Oracle Solaris Development Tools Support is available for the following programs: Oracle Solaris Studio and Oracle Solaris Studio Express. If you acquire Oracle Solaris Development Tools Support, you will receive support for all of the programs included above.

Oracle Solaris Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Solaris Development Tools Support does not include upgrades to new program releases or access to Oracle Solaris updates, fixes or patches. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

### **Oracle Application Development Framework Essentials Support**

Oracle Application Development Framework Essentials Support is available for Oracle Application Development Framework (ADF) Essentials program releases. Oracle Application Development Framework Essentials Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Application Development Framework Essentials Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

### **Java SE Support**

Java SE Support is available for Java SE program releases. Java SE Support consists of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours



If you acquire Java SE Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and minor updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Java SE program. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

### **NoSQL Database Community Edition Support**

NoSQL Database Community Edition Support is available for NoSQL Database Community Edition program releases. NoSQL Database Community Edition Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

NoSQL Database Community Edition Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

### **Service Request Packages**

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your OPN Interaction Center at <http://partner.oracle.com> for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

### **Oracle Priority Support**

If you acquire Oracle Priority Support on your order, Oracle will provide Oracle Priority Support as described at <http://www.oracle.com/us/corporate/contracts/priority-support-2332207.pdf>.

### **North American Payroll Tax Updates**

North American Payroll Tax Updates is available for the following Peoplesoft HRMS Payroll for North America program releases: 8.8 Service Pack 1, 8.9 and 9.0. Customers who acquire North American Payroll Tax Updates will receive one (1) calendar year of tax updates for the applicable Peoplesoft HRMS Payroll for North America program release. North American Payroll Tax Updates is only available in the following countries: United States, Canada and Puerto Rico.

In order to acquire North American Payroll Tax Updates, your licensed Peoplesoft HRMS Payroll for North American program must be currently supported with Software Update License & Support. North American Payroll Tax Updates will be delivered through My Oracle Support.

North American Payroll Tax Updates may be acquired for the applicable Peoplesoft HRMS Payroll for North America program releases as follows: (i) through December 2017 for program releases 8.9 and 9.0 and (ii) through December 2016 for program release 8.8 Service Pack 1. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above.

### **Global Payroll Legislative Tax Updates**

Global Payroll Legislative Updates is available for PeopleSoft HRMS Global Payroll program release 8.9. Customers who acquire Global Payroll Legislative Updates will receive one (1) calendar year of legislative



updates for PeopleSoft HRMS Global Payroll program release 8.9. Global Payroll Legislative Updates is only available in the following countries: Australia, New Zealand, Spain, France, Mexico, United Kingdom and India.

In order to acquire Global Payroll Legislative Tax Updates, your licensed PeopleSoft HRMS Global Payroll program must be currently supported with Software Update License & Support. Global Payroll Legislative Tax Updates will be delivered through My Oracle Support.

Global Payroll Legislative Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for PeopleSoft HRMS Global Payroll program release 8.9. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Global Payroll Legislative Tax Updates are not subject to the Reinstatement policies stated above.

### **Financials Legislative Updates for Oracle E-Business Suite**

Financials Legislative Updates for Oracle E-Business Suite is available for the Oracle E-Business Suite releases specified in the Financial Legislative Updates for Oracle E-Business Service Availability Matrix below. If you purchase these services, you will receive one (1) calendar year of financials legislative updates and/ or Severity 1 fixes for the applicable Oracle E-Business Suite release. In order to acquire Financials Legislative Updates for Oracle E-Business Suite, your licensed Oracle E-Business Suite must be currently supported with Software Update License & Support.

The Financials Legislative Updates for Oracle E-Business Suite service consists of the following components that can be purchased separately: Tier 1, Tier 2, Tier 3 and Single Country. Tier 1, Tier 2 and Tier 3 consist of services for more than one country. Single Country consists of services for an individual country. Please see the Financials Legislative Updates for Oracle E-Business Service Availability Matrix below for service availability and time frames.

The components are as follows:

**Tier 1** - Tier 1 consists of: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the applicable tax year(s). For the Oracle E-Business Suite 11.5.10 release, Tier 1 is currently available through December 31, 2015 at no additional fee under Sustaining Support to customers currently supported with Software Update License & Support; thereafter the fee will be based upon the then-current Tier 1 fee. Please see the Lifetime Support section above for additional information. For the Oracle E-Business Suite release 12.0.6, the fee will be based upon the then-current Tier 1 fee.

**Tier 2** - Tier 2 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, and South Korea. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

**Tier 3** - Tier 3 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, South Korea, and additional countries as specified on [My Oracle Support](#) (i.e., [Financials Legislative Updates for Oracle E-Business Suite 11.5.10 \(Doc ID 1597513.1\)](#)). If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

**Single Country** - Single country consists of: Financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, South Korea, Poland and Brazil. If you purchase the Single Country option, your fee for such services will be based on the then-current Single Country fee.

The following Financials Legislative Updates for Oracle E-Business Service Availability Matrix describes the service availability and time frames.



Financials Legislative Updates for Oracle E-Business Service Availability Matrix		
	Oracle E-Business Suite 11.5.10 cumulative update 2	Oracle E-Business Suite 12.0.6
<b>Tier 1</b>	December 1, 2013 – December 31, 2016*  *Please see the Tier 1 description above for services provided through December 31, 2015	February 1, 2015 – December 31, 2015
<b>Tier 2</b>	December 1, 2013 – December 31, 2015	Not Available
<b>Tier 3</b>	December 1, 2013 – December 31, 2015	Not Available
<b>Single Country</b>	December 1, 2014 – December 31, 2015	Not Available

Information on financials legislative updates and applicable countries is available on [My Oracle Support](#) (i.e., [Financials Legislative Updates for Oracle E-Business Suite 11.5.10 \(Doc ID 1597513.1\)](#) and [E-Business Suite Releases – Support Policy FAQ \(Doc ID 1494891.1\)](#)). Financials Legislative Updates for Oracle E-Business Suite will be delivered through My Oracle Support.

The following only applies to Oracle E-Business Suite 11.5.10:

- Oracle will not provide financials legislative updates for Oracle E-Business Suite 11.5.10 any sooner or with any greater scope than what is made available under a subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12 or higher).
- Country-specific financials legislative updates ("localized updates") provided under Tier 2, Tier 3 and Single Country will only be made available if such localized updates are also made available in a subsequent release of Oracle E-Business Suite. In the event localized updates are provided for additional countries in a subsequent release of Oracle E-Business Suite, such localized updates for the additional countries will not be provided for Oracle E-Business Suite 11.5.10.
- Due to architectural or other changes between a subsequent release of Oracle E-Business Suite and Oracle E-Business Suite 11.5.10, Oracle may not provide all localized updates for Oracle E-Business Suite 11.5.10 that are made available in a subsequent release of Oracle E-Business Suite.

If you renew Financials Legislative Updates for Oracle E-Business Suite, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Financials Legislative Updates for Oracle E-Business Suite is not subject to the Reinstatement policies stated above.

### Payroll Legislative Updates for Oracle E-Business Suite 11.5.10

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for Oracle E-Business Suite release 11.5.10 cumulative update 2. Customers who acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will receive one (1) tax year of payroll legislative updates for the Oracle E-Business Suite 11.5.10 release. In order to acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your licensed Oracle E-Business Suite Payroll must be currently supported with Software Update License & Support.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for the following countries and tax years:

Country	2014 Tax Year	2015 Tax Year	2016 Tax Year
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<b>Australia</b>	See note 1 below	July 1, 2014 – June 30, 2015	Not Available
<b>United Kingdom</b>	See note 1 below	April 6, 2014 – April 5, 2015	April 6, 2015 – April 5, 2016
<b>United States</b>	See note 1 below	January 1, 2015 – December 31, 2015	Not Available
<b>Canada</b>	See note 1 below	January 1, 2015 – December 31, 2015	Not Available
<b>India</b>	April 1, 2013 – March 31, 2014	April 1, 2014 – March 31, 2015	Not Available
<b>Japan</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Mexico</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Republic of Ireland</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Saudi Arabia</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Singapore</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	January 1, 2015 – December 31, 2015	Not Available
<b>South Korea</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available

**Notes:**

1. For the specified countries and tax years noted above, payroll regulatory updates are provided under Sustaining Support to customers with a current support contract. Please see the Lifetime Support section above for additional information.
2. For the specified countries noted above, payroll regulatory updates provided by Oracle from December 1 – December 31, 2013 for the 2013 tax year are included as part of the Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 service for the 2014 tax year.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will be delivered through My Oracle Support and will require the latest available HRMS R11i RUP (See [My Oracle Support](#) document [Mandatory Family pack/Rollup patch \(RUP\) levels for Oracle Payroll \(Doc ID 295406.1\)](#)).

If you renew Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is not subject to the Reinstatement policies stated above.

## Financial and Payroll Legislative Updates for JD Edwards



Financials and Payroll Legislative Updates for JD Edwards is available for JD Edwards EnterpriseOne program releases XE, 8.0 and 8.12 and JD Edwards World program releases A7.3 and A8.1. If you purchase these services, you will receive one (1) calendar year of financials and payroll legislative updates and Severity 1 fixes for the applicable JD Edwards release. In order to acquire Financials and Payroll Legislative Updates for JD Edwards, your licensed JD Edwards EnterpriseOne and/or JD Edwards World program must be currently supported with Software Update License & Support.

The Financials and Payroll Legislative Updates for JD Edwards service consists of the following components that can be purchased separately: Tier 1, Tier 2, Tier 3, Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates. Tier 1, Tier 2 and Tier 3 consists of services for more than one country. Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates consist of services for an individual country.

The components are as follows:

**Tier 1** - Tier 1 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s), and payroll legislative and financials legislative updates for the applicable tax year(s) for the United States and Canada. If you purchase Tier 1, your fee for such services will be based on the then-current Tier 1 fee.

**Tier 2** - Tier 2 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable tax year(s) and for the countries and programs specified in the table below. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

	JD Edwards EnterpriseOne	JD Edwards World
<b>Payroll Legislative Updates</b>	United States, Canada, Australia and New Zealand	United States, Canada
<b>Financials Legislative Updates</b>	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand and India	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan and China

**Tier 3** - Tier 3 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable tax year(s) and for the countries and programs specified in the table below. If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

	JD Edwards EnterpriseOne	JD Edwards World
<b>Payroll legislative updates</b>	United States, Canada, Australia and New Zealand	United States, Canada
<b>Financials legislative updates</b>	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan, China, Colombia, Chile, Peru, Ecuador, Venezuela, Czech Republic, Denmark, Finland, Hungary, Norway, Poland, Sweden, Australia, India, South Korea, Singapore and Taiwan	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan and China

**Single Country Financial Legislative Updates:** Single Country Financial Legislative Updates consists of: Severity 1 fixes and financial legislative updates for the programs and countries specified in the table below. If you purchase Single Country Financial Legislative Updates, your fee for such service will be based on the then-current Single Country for Financial Legislative Updates fee.



Program	Countries
JD Edwards EnterpriseOne	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand and India
JD Edwards World	United States, Mexico, Brazil, United Kingdom, Ireland, Japan and China

**Single Country Payroll Legislative Updates:** Single Country Payroll Legislative Updates consists of: payroll legislative updates for the programs and countries specified in the table below. If you purchase Single Country Payroll Legislative Updates, your fee for such service will be based on the then-current Single Country for Payroll Legislative Updates fee.

Program	Countries
JD Edwards EnterpriseOne	United States, Canada, Australia and New Zealand
JD Edwards World	United States and Canada

Information on financials and payroll legislative updates for JD Edwards and applicable countries is available on [My Oracle Support](#) (i.e., [JD Edwards EnterpriseOne Globalizations \(Doc ID 752291.1\)](#) and [JD Edwards World Globalizations \(Doc ID 745085.1\)](#)). Financials and Payroll Legislative Updates for JD Edwards will be delivered through My Oracle Support.

The following apply to the JD Edwards EnterpriseOne and JD Edwards World program releases for which Financials and Payroll Legislative Updates service is available:

- Oracle will not provide financial and payroll legislative updates any sooner or with any greater scope than what is made available under a subsequent release of JD Edwards EnterpriseOne (i.e., JD Edwards EnterpriseOne 9.1 or higher) or JD Edwards World (i.e., JD Edwards World A9.3 or higher).
- Country-specific financials legislative updates ("localized updates") provided under Tier 2, Tier 3 and Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates will only be made available if such localized updates are also made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World. In the event localized updates are provided for additional countries in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World, such localized updates for the additional countries will not be provided for the JD Edwards EnterpriseOne and JD Edwards World program releases included under the Financials and Payroll Legislative Updates service.
- Due to architectural or other changes between a subsequent release of JD Edwards EnterpriseOne or JD Edwards World and the eligible program releases under the Financials and Payroll Legislative Updates for JD Edwards service, Oracle may not provide all localized updates that are made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World.

If you renew Financials and Payroll Legislative Updates for JD Edwards, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Financials and Payroll Legislative Updates for JD Edwards is not subject to the Reinstatement policies stated above.

## Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft Enterprise Applications

Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft Enterprise Applications is available for the following programs: PeopleSoft Human Capital Management (HCM) release 9.0 and Financials (FMS) release 9.0 ("PeopleSoft Enterprise Applications"). Customers who acquire Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft Enterprise Applications will receive one (1) calendar year of Severity 1 fixes and United States Tax Form 1099 updates.

In order to acquire this service, your licensed PeopleSoft Enterprise Applications must be currently supported with Software Update License & Support. Severity 1 Fixes and United States Tax Form 1099 Updates will be delivered through My Oracle Support.



If you renew Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft Enterprise Applications, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft Enterprise Applications is not subject to the Reinstatement policies stated above.

### **Severity 1 Fixes for Siebel CRM**

Severity 1 Fixes for Siebel CRM is available for the following Siebel CRM program releases: 7.7, 7.8 and 8.0. Customers who acquire Severity 1 Fixes for Siebel CRM will receive one (1) calendar year of Severity 1 fixes for the applicable Siebel CRM release.

In order to acquire this service, your licensed Siebel CRM program releases must be currently supported with Software Update License & Support. Severity 1 Fixes for Siebel CRM will be delivered through My Oracle Support.

Due to architectural or other changes between a subsequent release of Siebel CRM and the eligible program releases under the Severity 1 Fixes for Siebel CRM service, Oracle may not provide all Severity 1 fixes that are made available in a subsequent release of Siebel CRM.

If you renew Severity 1 Fixes for Siebel CRM, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Severity 1 Fixes for Siebel CRM is not subject to the Reinstatement policies stated above.

### **Oracle Linux Support Services**

Oracle offers Oracle Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

### **Oracle VM Support Services**

Oracle offers Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

### **Exadata Premier Support**

For information regarding renewals of Exadata Premier Support, please refer to the Exadata Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

## **6. Web-Based Customer Support Systems**

### **My Oracle Support**

Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts.

The following Oracle programs are not currently supported under My Oracle Support: Phase Forward (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas), Nimbula and MICROS Systems.

### **Clarify SelfService, MS CRM, PTS, ZenDesk and Onyx**



The following policy applies to MICROS Systems programs only:

Access to the following MICROS Systems web-based customer support systems: Clarify SelfService, MS CRM, PTS, ZenDesk and Onyx are governed by the Terms of Use posted on the applicable MICROS Systems web site. The terms of Use are subject to change and a copy of these terms is available upon request. Access to the MICROS Systems web-based customer support systems is limited to your designated technical contacts.

### **Oracle Unbreakable Linux Network**

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs).

## **7. Tools Used to Perform Technical Support Services**

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) to assist with issue resolution. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment ("tools data"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you.

Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may also contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an order, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

## **8. Global Customer Support Security Practices**

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/support/policies.html>. The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Global Customer Support Security Practices during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF). Please note that global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any health, payment card or other sensitive data that requires protections greater than those specified in the [Global Customer Support Security Practices](#). Information on how to remove sensitive data from



your submission is available in My Oracle Support at  
<https://support.oracle.com/CSP/main/article?cmd=show&type=NOT&id=1227943.1>.

## 9. Severity Definitions

Service requests for supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the severity definitions specified below.

### Severity 1\*

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Except as otherwise specified herein, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For response efforts associated with Oracle Communications Network Software Premier Support, please see the Oracle Communications Network Premier & Sustaining Support section above.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs, except as otherwise specified herein: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by phone, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

### Severity 2\*

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

### Severity 3\*

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

### Severity 4\*

You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

\* For Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas), the severity levels are denoted as P0, P1, P2 and P3 and correspond to the above as follows: P0= Severity 1; P1=Severity 2, P2=Severity 3 and P3=Severity 4.

## 10. Hyperion and Agile Specific Support Terms

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

### Warranties, Disclaimers, and Exclusive Remedies



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

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

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

#### Limitation of Liability

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.**

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

#### Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

## **11. Contact Information**

Phone numbers and contact information can be found on Oracle's support web site located [here](#).

**AMENDMENT FIVE  
TO THE  
SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT  
MASTER CONTRACT FOR SOFTWARE LICENSING  
BETWEEN  
THE STATE OF OHIO  
AND  
ORACLE AMERICA, INC.**

This Amendment Five (the "Amendment") amends the Software License and Maintenance Support Agreement (the "Contract," State reference number **MLA0024**, Oracle reference name SLSA-12916999-29-MAY-2008) dated May 28, 2008, by and between the State of Ohio, through the Department of Administrative Services, (the "State") and Oracle America, Inc., as successor in interest to Oracle USA, Inc., (the "Contractor"). Should there be any inconsistencies between this Amendment and the Contract, this Amendment shall control.

The parties hereby agree to amend the Contract as follows:

1. **Part II, Section 1 (Fees and Payment).** The first paragraph shall be deleted and replaced with the following:  
"The license fee for each license is due and payable on the 30<sup>th</sup> day after the date the State receives a proper invoice for the license fee at the office designated in the applicable purchase order. A support fee will be due payable on the 30<sup>th</sup> day after the later of the date on which the applicable period of support begins or the date the State receives a proper invoice for the support fee at the office designated in the applicable purchase order. The State will not be obligated to acquire or renew support for any Programs unless the State first issues a purchase order for such. The State is exempt from all Ohio sales, use, excise, property, and similar taxes ("Taxes") provided valid exemption documentation is provided to the Contractor. To the extent any Taxes are imposed on the Contractor in connection with this contract or the Programs and support, the Contractor must pay such Taxes, together with any interest and penalties not properly disputed with the appropriate taxing authority."
2. **Part III, Section 1 (Contract Administration / Term).** The first sentence shall be deleted and replaced with the following:  
"The term of the Contract will be from May 28, 2008 until December 31, 2016."
3. **Part VIII Section 9 (Miscellaneous / Ohio Ethics & Election Law).** The section shall be deleted in its entirety and replaced with the following:  
"Contractor certifies that it is in currently in compliance with and will continue to adhere to the requirements of Ohio Revised Code Chapter 102 that are applicable to the Contractor in its role as an information technology services provider under this Software License and Maintenance Support Agreement Amendment. Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in ORC Section 3517.13 are in full compliance with ORC Section 3517.13."
4. **Part VIII, Section 17 (Miscellaneous / Oracle License Definitions and Rules).** The following paragraph shall be added as a new section:  
"**Oracle License Definitions and Rules.** Until December 31, 2016, the Oracle License Definition and Rules, v111815\_US\_ENG, attached to this Contract as Exhibit B, shall apply to all applicable products acquired under this Contract."  
  
Oracle License Definition and Rules, v111815\_US\_ENG is attached hereto as Exhibit B.
5. **Exhibit A (Oracle Software Technical Support Policies)** of the Contract shall be deleted in its entirety and replaced with the Oracle Software Technical Support Policies, dated December 1, 2015, attached hereto as Exhibit A.

Other than the amended terms set forth herein, the terms and conditions of the Contract shall remain unchanged and in full force and effect.

The effective date of this Amendment shall be December 28, 2015.

**STATE OF OHIO**  
**Department of Administrative Services**

By: 

Name: Robert Blair

Title: DIRECTOR

Date: 12-28-15

**ORACLE AMERICA, INC.**

By:   
Virginia Akoto (Dec. 28, 2015)

Name: Virginia Akoto

Title: Deal Manager

Date: December 28, 2015

## EXHIBIT A

### **ORACLE SOFTWARE TECHNICAL SUPPORT POLICIES, dated December 1, 2015**

**NOTE:** These are representative samples of the current technical support policies and are subject to change. Current policies may also be viewed at the following URL: <http://www.oracle.com/us/support/policies/index.html>.



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# Oracle Software Technical Support Policies

Effective Date: 1-December-2015

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## 1. Overview

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all Oracle software product lines.

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an Oracle-authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") as described in these Oracle Software Technical Support Policies, all programs must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation.

Except as otherwise specified in this section, product release and supported platforms information for all Oracle programs, other than Phase Forward, Nimbula and MICROS Systems programs, is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Phase Forward, Nimbula programs will be provided to you in writing. Effective August 10, 2015, product release and supported platforms information for MICROS Systems programs supported by the MICROS United States and Canadian support teams (except US Cruise) will be available in My Oracle Support.

Oracle will provide technical support in accordance with Oracle's services privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html> and Oracle's Global Customer Support Security Practices, as referenced below.

References to the Technical Support Policies in former Oracle, or vendors acquired by Oracle, agreements may vary (e.g. Software Support Services Terms and Conditions, Maintenance Services Policy, Standard Maintenance Program, product support policy, Support Services policies, Support Maintenance Agreement, Maintenance and Technical Support Agreement, Maintenance and Support Schedule 2.0, and Licensee Support Services Policy).

These Technical Support Policies are subject to change at Oracle's discretion; however Oracle policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period (defined below) for which fees for technical support have been paid.

To view a comparison of these Oracle Software Technical Support Policies and the previous version of the Oracle Software Technical Support Policies, please refer to the attached [Statement of Changes](#) (PDF).

## 2. Support Terms

### Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate ("payment plan"). Your payment or commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

### Support Period

Technical support is effective upon the effective date of your order unless stated otherwise in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the order, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. Oracle is not obligated to provide technical support beyond the end of the support period.

### License Set

A license set consists of (i) all of your licenses of a program, including any options\* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager\* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module\* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, (ii) all of your licenses of a program that share the same source code\*\*, or (iii) for Crystal Ball programs, the same licenses of a program contained on a single order, (iv) for Java Embedded Binary programs, all of the distributed units of the program(s) embedded in each unique Java Application Product pursuant to the Java Binary License and Redistribution Agreement ("BLRA") between you and Oracle, or (v) if you are distributing Java Restricted Use Binary programs or if you are distributing Java Embedded Binary programs under the Oracle Java Platform Integrator program ("OJPI"), all of the end user's licenses of the program(s) embedded or included in the Java Application Product pursuant to the BLRA. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

\*As specified on Oracle's price list.

\*\*Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, Oracle Database Standard Edition 2 and Personal Edition.
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier.
- Oracle FLEXCUBE Core Banking programs
- Oracle FLEXCUBE Universal Banking for Retail programs
- Oracle FLEXCUBE Universal Banking for Corporate programs
- Oracle FLEXCUBE Lending & Leasing programs
- Oracle Daybreak programs
- Oracle Banking programs

If you are an Oracle partner and provide first line support to an end user (e.g., Embedded Software License ("ESL"), Application Specific Full Use ("ASFU"), or any other Oracle authorized provision of first line support), a license set consists of all of the end user's licenses of the program(s) embedded or included in the Application Package pursuant to the ESL Distribution Agreement, ASFU Distribution Agreement, or other distribution agreement between you and Oracle. If the end user also has Full Use licenses supported directly by you, then those Full Use licenses must also be supported at the same level as the ASFU or ESL licenses.

If Oracle is providing first line support for all of an end user's ASFU and Full Use licenses, then both the ASFU and Full Use licenses must be supported at the same level. However, if Oracle is providing first line support for an end user's Full Use licenses and you are providing first line support for the ASFU and/or ESL licenses, then the licenses would not be considered part of the same license set.

### **Matching Service Levels**

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support, Oracle Communications Network Premier Support or unsupported). If you add Extended Support, you still must maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

### **Reinstatement of Oracle Technical Support**

If technical support lapses or was not originally purchased with a program license, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the relevant program; b) if you never acquired technical support for the relevant programs, then the reinstatement fee is 150% of the net technical support fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original program license order date.

In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

If you previously acquired technical support from an Oracle-authorized distributor and are now acquiring technical support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an order is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

### **Pricing following Reduction of Licenses or Support Level**

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.



## Custom Application Bundles

Technical support may not be discontinued for a single program module within a custom application bundle.

## Unsupported Programs

Customers with unsupported programs are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

## Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle supported programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

You may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

## Program Updates

Update means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

## Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves that right. However, program releases that are expressly identified within Oracle's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

## First and Second Line Support

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.



If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

### Third Party Vendor-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle.

### Technical Support for Development, Demonstration and End User Licenses

Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you have licensed to an end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

## 3. Lifetime Support

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your order as, "Software Update License & Support" or "Oracle Communications Network Software Premier Support")
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered and except as noted below, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available. If offered, support may be extended for an additional three years with Extended Support for specific releases. Except as noted below, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

Alternatively, and if offered, support may be extended with Sustaining Support, which will be available for as long as you maintain technical support for your Oracle program licenses.

For specific programs that are, or will be covered by the Lifetime Support Policy, service levels offered, and timeframes refer to the following:

- For server technology programs view "[Lifetime Support Policy: Coverage for Technology Products](#)" (PDF)
- For fusion middleware programs view "[Lifetime Support Policy: Coverage for Fusion Middleware](#)" (PDF)
- For application programs view "[Lifetime Support Policy: Coverage for Applications](#)" (PDF)
- For retail application programs view "[Lifetime Support Policy: Coverage for Retail Applications](#)" (PDF)

- For Sun software and operating system products view "[Lifetime Support Policy: Coverage for Sun Software and Operating System Products](#)" (PDF)
- For Oracle Linux program releases view "[Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM](#)" (PDF)
- For OFSS programs view "[Lifetime Support Policy: Coverage for Oracle Financial Services Software](#)" (PDF)

**Exceptions** - For customers with a current support contract running:

1. **PeopleTools.** The PeopleTools program, provided in conjunction with a PeopleSoft application program release, will be supported for as long as such application program release is supported. Patches and platform certifications for a PeopleTools minor release will be provided until 12 months after the next minor release is made generally available or Oracle announces that no future releases will be made; critical patch updates for a PeopleTools minor release may be provided for up to 24 months after the next minor release is made generally available.

You must apply PeopleTools minor releases in order to continue to receive Premier or Extended Support, if offered, for a PeopleSoft application program release. You may be required to apply PeopleTools minor releases to remain current with versions of third party technologies and products as supported by the provider of the third party product.

PeopleSoft application maintenance, which includes but is not limited to: images, patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools.

Oracle reserves the right to make changes to the third party products included in the PeopleTools program release which includes but is not limited to: (i) requiring newer versions of the third party products, (ii) changing the way in which third party products are packaged and distributed and (iii) replacing or remediating one or more third party products.

2. **Oracle Database 11gR2:** The Extended Support fee has been waived for the period of February 2015 - May 2017. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
3. **Oracle Database 10gR2:** Except as otherwise specified in the table below, Extended Support will be made available at Oracle's then current Extended Support pricing from: August 2013 – July 2015. Extended Support for Oracle Database 10gR2 will be limited to Severity 1 fixes only; critical patch updates will not be made available.

For customers running Oracle Database 10gR2 on:

Platform	
Fujitsu BS2000	The Extended Support fee will be waived from August 2010 – July 2014.
HP OpenVMS on Itanium	The Extended Support fee will be waived from August 2010 – July 2016. For the period of August 2016 – July 2017, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
IBM z/OS	After July 2013, Extended Support will continue to be available at Oracle's then-current Extended Support fees. Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Linux Itanium and Windows Itanium	For the period of August 2013 – December 2015, Extended Support will continue to be available but will be at then-current

	Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
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4. **HP-UX and Itanium-2 Processor:** The following Extended Support exceptions apply to those customers running the supported Oracle program releases on certified OS versions of the HP-UX on the Itanium-2 processor based platform:

Oracle Program Release	
Oracle Database 10gR2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of August 2013 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Oracle Database 11gR1	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of September 2015 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
WebLogic Server 9.2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of December 2013 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Tuxedo 9.1	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of July 2014 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

5. **Oracle e-Business Suite:**

- a) **Oracle e-Business Suite Extended Support:** The Extended Support fee has been waived for the Oracle program releases and periods stated below.

Oracle Program Release	The Extended Support Fee will be waived from:
Oracle e-Business Suite 12.1	January 2017 – December 2019

- b) **Oracle e-Business Suite 11.5.10 Sustaining Support:** For Sustaining Support for Oracle e-Business Suite 11.5.10, provided from December 2013 – December 2015, Oracle will continue to provide: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the 2013, 2014 and 2015 tax years. During this period, payroll regulatory tax updates will only be provided for the countries and tax years specified below.

Country	2013 Tax Year	2014 Tax Year
United States and Canada	January 1, 2013 – December 31, 2013	January 1, 2014 – December 31, 2014
United Kingdom	N/A	April 6, 2013 – April 5, 2014
Australia	N/A	July 1, 2013 – June 30, 2014



6. **PeopleSoft Enterprise 9.0 and PeopleSoft Enterprise 9.1:** The Extended Support fee will be waived for the entire Extended Support period.
7. **JD Edwards EnterpriseOne and JD Edwards World:**
  - a. **JD Edwards EnterpriseOne 9.0, JD Edwards EnterpriseOne 9.0 Update 2 (i.e., 9.0.2) and/or JD Edwards EnterpriseOne 9.1 releases:** The Extended Support fee will be waived for the entire Extended Support Period. Please review the Lifetime Support policy for Extended Support timeframes.
  - b. **JD Edwards World A9.2, JD Edwards World A9.2.1, and/or JD Edwards World A9.3:** The Extended Support fee will be waived for the entire Extended Support period. Please review the Lifetime Support policy for Extended Support timeframes.
8. **Oracle Portal 11gR1 and Oracle Discoverer 11gR1 (Oracle Fusion Middleware):** The Extended Support fee will be waived from July 2014 – June 2015.
9. **Oracle Exadata Storage Server Software 11.2 (program releases 11.2.3.2.2 and above):** The Extended Support fee will be waived from October 2014 – September 2015.
10. **Java SE 6:** The Extended Support fee will be waived from January 2016 – December 2018.
11. **Oracle Database Standard Edition 2:** Customers with a current support contract for Oracle Database Standard Edition 2 will continue to receive technical support for previously licensed Oracle Database Standard Edition or Oracle Database Standard Edition One program releases. License restrictions are as specified in the license definitions and rules of the Oracle Database Standard Edition 2 order.
12. **Oracle Enterprise Manager Cloud Control 12.1:** The Extended Support fee will be waived from November 2016 – October 2017.

## 4. Oracle Technical Support Levels

### Software Update License & Support

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

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week, except as otherwise stated in note 1 below for MICROS Systems
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition,\* except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. (\*Community Edition refers to MySQL licensed under the GPL license.)



- For Oracle VM VirtualBox Enterprise, Software Update License & Support (SULS) is limited to the platforms specified [here](#). SULS is not available for Oracle VM VirtualBox Enterprise features noted as experimental; such features are specified in the Oracle VM VirtualBox User Manual located [here](#)
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Until July 1, 2016, remote program updates and patch installation assistance for DIVA programs during normal business hours
- Non-technical customer service during normal business hours

**Notes:**

1. For MICROS Systems programs in EMEA (Austria, Belgium, Denmark, Finland, France, Germany, Hungary, Ireland, Israel, Italy, Netherlands, Norway, Poland Portugal, Spain, Sweden, Switzerland and United Kingdom) and JAPAC (Australia, Cambodia, China, Guam, Hong Kong, India, Japan, Korea, Laos, Macau, Malaysia, Maldives, Myanmar, New Zealand, Philippines, Singapore, Sri-Lanka, Taiwan, Thailand and Vietnam), the following apply: (i) assistance with service requests will be provided during normal business hours and (ii) the ability to log service requests is as specified in the following link: <http://www.oracle.com/us/corporate/acquisitions/micros/support/index.html>

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

- The Software Update License & Support described above
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification<sup>1</sup>
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>

**Notes:**

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

Limited Software Update License & Support is available for the Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas). The limited Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link: <http://www.oracle.com/us/support/contact/health-sciences-license-support/index.html>
- Non-technical customer service during normal business hours

## Extended Support

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

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates

- Assistance with service requests 24 hours per day, 7 days per week, except as otherwise stated in note 1 below for MICROS Systems
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Non-technical customer service during normal business hours

**Notes:**

1. For MICROS Systems programs in EMEA (Austria, Belgium, Denmark, Finland, France, Germany, Hungary, Ireland, Israel, Italy, Netherlands, Norway, Poland Portugal, Spain, Sweden, Switzerland and United Kingdom) and JAPAC (Australia, Cambodia, China, Guam, Hong Kong, India, Japan, Korea, Laos, Macau, Malaysia, Maldives, Myanmar, New Zealand, Philippines, Singapore, Sri-Lanka, Taiwan, Thailand and Vietnam), the following apply: (i) assistance with service requests will be provided during normal business hours and (ii) the ability to log service requests is as specified in the following link: <http://www.oracle.com/us/corporate/acquisitions/micros/support/index.html>

Extended Support does not include:

- Certification with new third party products/versions

*Extended Support for Java SE* - Java SE program releases eligible for Extended Support will receive Java SE Support limited to the following:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

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

## **Sustaining Support**

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

- Program updates, fixes, security alerts, and critical patch updates created during Premier Support and Extended Support (if offered and only after the Extended Support period ends)
- Tax, legal, and regulatory updates (availability may vary by country and/or program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade scripts (availability may vary by program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week, except as otherwise stated in note 1 below for MICROS Systems
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours

## Notes:

1. For MICROS Systems programs in EMEA (Austria, Belgium, Denmark, Finland, France, Germany, Hungary, Ireland, Israel, Italy, Netherlands, Norway, Poland Portugal, Spain, Sweden, Switzerland and United Kingdom) and JAPAC (Australia, Cambodia, China, Guam, Hong Kong, India, Japan, Korea, Laos, Macau, Malaysia, Maldives, Myanmar, New Zealand, Philippines, Singapore, Sri-Lanka, Taiwan, Thailand and Vietnam), the following apply: (i) assistance with service requests will be provided during normal business hours and (ii) the ability to log service requests is as specified in the following link: <http://www.oracle.com/us/corporate/acquisitions/micros/support/index.html>

## Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

*Sustaining Support for Oracle Linux* - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to patches, fixes, and security alerts created during the Premier Support period

## Sustaining Support for the Oracle Linux programs does not include:

- Access to new patches, fixes, and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

*Sustaining Support for Java SE* - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:

- Minor updates and bug and security fixes created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade tools created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

## Sustaining Support for the Java SE program releases does not include:

- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

*Sustaining Support for Nimbula* – Nimbula program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:



- Access to existing program updates and fixes only (i.e., new program updates and fixes will not be provided)
- Assistance with service requests during normal business hours.
- Ability to log service requests via the following email: [Nimbula-Support\\_WW@oracle.com](mailto:Nimbula-Support_WW@oracle.com)
- Non-technical customer service during normal business hours

Sustaining Support for the Nimbula program releases does not include:

- Access to new program updates and fixes
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

### Oracle Communications Network Software Premier & Sustaining Support

Oracle Communications Network Software Premier Support is available for the following program categories (collectively "Oracle Communications Network Software"): Oracle Communications EAGLE, Oracle Communications Performance Intelligence Center, Oracle Communications Diameter Signaling Router, Oracle Communications Policy Management and Oracle Communications Subscriber Data Management. Oracle Communications Network Software Premier Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Certification with most new third-party products/versions (availability may vary by program)
- Remote installation of Oracle Communications Network Software
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

For Oracle Communications Network Software Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

Severity Level	Response Time <sup>1</sup>	Remote Restoration Time <sup>1</sup>	Resolution Time <sup>1</sup>
Severity 1	15 minutes	6 hours	30 calendar days
Severity 2	15 minutes	48 hours	30 calendar days
Severity 3	N/A	N/A	180 calendar days

1. For purposes of the above table, the following definitions apply:

- Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
- Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.
- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Software program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program Updates
- Fixes and security alerts created during the Premier Support period
- Assistance with service requests 24 hours per day, 7 days a week



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

Sustaining Support for the Oracle Communications Network Software program releases does not include:

- New fixes and security alerts
- Remote installation of Oracle Communications Network Software
- Certification with new third party products/versions
- Response Times identified above

## 5. Additional Support Services Available for Purchase

### Incident Server Support Package

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests to be used within a 12 month period. Any unused service requests at the end of the support period shall expire. Incident Server Support for a program may be acquired with the initial program license purchase and, if acquired with such purchase, may be renewed for subsequent support periods for as long as Premier Support is available for your Oracle program license. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time Software Update License & Support is acquired. Incident Server Support is available for the following across all platforms:

- Oracle Database Incident Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, and Real Application Clusters
- Oracle Application Incident Server Support Package: Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, and Internet Application Server Java Edition

Incident Server Support consists of:

- 10 service requests
- Access to My Oracle Support (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

Service requests requiring resolution of a program bug will not be counted against your overall service request total. Your access to Incident Server Support services, including My Oracle Support, ends on the earlier of (i) expiration of the support period; or (ii) resolution of your final service request. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering.

If you renew Incident Server Support Package, your renewal fee for such services will be based on Oracle's Incident Server Support Package pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Incident Server Support Package is not subject to the Reinstatement of Oracle Technical Support section above.

### Oracle Java Development Tools Support

Oracle Java Development Tools Support is available for the following programs: Sun NetBeans, Oracle Enterprise Pack for Eclipse, and Oracle JDeveloper (downloaded from the Oracle Technology Network after June 28, 2005). If you acquire Oracle Java Development Tools Support, you will receive support for all of the programs included above.

Oracle Java Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online

- Non-technical customer service during normal business hours

Oracle Java Development Tools Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

### **Oracle Solaris Development Tools Support**

Oracle Solaris Development Tools Support is available for the following programs: Oracle Solaris Studio and Oracle Solaris Studio Express. If you acquire Oracle Solaris Development Tools Support, you will receive support for all of the programs included above.

Oracle Solaris Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Solaris Development Tools Support does not include upgrades to new program releases or access to Oracle Solaris updates, fixes or patches. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

### **Oracle Application Development Framework Essentials Support**

Oracle Application Development Framework Essentials Support is available for Oracle Application Development Framework (ADF) Essentials program releases. Oracle Application Development Framework Essentials Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Application Development Framework Essentials Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

### **Java SE Support and Java SE Support for Independent Software Vendors**

Java SE Support and Java SE Support for Independent Software Vendors ("ISVs") are available for Java SE program releases. Java SE Support and Java SE Support for ISVs consist of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

If you acquire Java SE Support or Java SE Support for ISVs, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and any updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Java SE program. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

## Oracle Java Embedded Development Support and Oracle Java Embedded Suite Development Support

Oracle Java Embedded Development Support is available for Oracle Java SE Embedded or Oracle Java ME Embedded program releases per Standard Binary. Oracle Java Embedded Suite Development Support is available for the Oracle Java Embedded Suite. Both Oracle Java Embedded Development Support and Oracle Java Embedded Suite Development Support consist of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

If you acquire Oracle Java Embedded Development Support or Oracle Java Embedded Suite Development Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and any updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Oracle Java SE Embedded, Oracle Java ME Embedded programs or Oracle Java Embedded Suite. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

## NoSQL Database Community Edition Support

NoSQL Database Community Edition Support is available for NoSQL Database Community Edition program releases. NoSQL Database Community Edition Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

NoSQL Database Community Edition Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

## Service Request Packages

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your at <http://partner.oracle.com> for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

## Oracle Priority Support

If you acquire Oracle Priority Support on your order, Oracle will provide Oracle Priority Support as described [here](#).

## Oracle Priority Support Advantage

If you acquire Oracle Priority Support Advantage on your order, Oracle will provide Oracle Priority Support Advantage as described [here](#).

## Oracle Functional Help Desk

If you acquire Oracle Functional Help Desk on your order, Oracle will provide Oracle Functional Help Desk as described [here](#).



## North American Payroll Tax Updates

North American Payroll Tax Updates is available for the Peoplesoft HRMS Payroll for North America program releases specified in the North American Payroll Tax Updates Service Availability Matrix below. If you purchase these services, you will receive one (1) calendar year of tax updates for the applicable Peoplesoft HRMS Payroll for North America program release, including tax updates for that calendar year made available in January of the following calendar year. North American Payroll Tax Updates is only available in the following countries: United States, Canada and Puerto Rico.

The following North American Payroll Tax Updates Service Availability Matrix describes the service availability and time frames.

<b>North American Payroll Tax Updates Service Availability Matrix</b>	
<b>Peoplesoft HRMS Payroll for North American Program Releases</b>	<b>Availability</b>
8.8	January 1, 2012 – December 31, 2018
8.9	January 1, 2013 – December 31, 2017
9.0	July 1, 2015 – December 31, 2017

In order to acquire North American Payroll Tax Updates, your licensed Peoplesoft HRMS Payroll for North American program must be currently supported with Software Update License & Support. North American Payroll Tax Updates will be delivered through My Oracle Support.

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above.

## Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is available for the Oracle E-Business Suite releases specified in the Severity 1 Fixes and Financial Legislative Updates for Oracle E-Business Suite Service Availability Matrix below. If you purchase these services, you will receive one (1) calendar year or one (1) United States ("US") Federal Government fiscal year of financials legislative updates and/ or Severity 1 fixes for the applicable Oracle E-Business Suite release. In order to acquire Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite, your licensed Oracle E-Business Suite must be currently supported with Software Update License & Support.

The Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite service consists of the following components that can be purchased separately: Tier 1, Tier 2, Tier 3, Single Country and US Federal Government. Tier 1, Tier 2 and Tier 3 consist of services for more than one country. Single Country consists of services for an individual country. US Federal Government consists of services for the US Federal Government. Please see the Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite Service Availability Matrix below for service availability and time frames.

The components are as follows:

**Tier 1** - Tier 1 consists of: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the applicable tax year(s). For the Oracle E-Business Suite 11.5.10 release, Tier 1 is currently available through December 31, 2015 at no additional fee under Sustaining Support to customers currently supported with Software Update License & Support; thereafter the fee will be based upon the then-current Tier 1 fee. Please see the Lifetime Support section above for additional information. For the Oracle E-Business Suite release 12.0.6, the fee will be based upon the then-current Tier 1 fee.

**Tier 2** - Tier 2 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, and South Korea. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.



**Tier 3** - Tier 3 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, South Korea, and additional countries as specified on [My Oracle Support](#) (i.e., [Financials Legislative Updates for Oracle E-Business Suite 11.5.10 \(Doc ID 1597513.1\)](#)). If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

**Single Country** - Single country consists of: Financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, South Korea, Poland and Brazil. If you purchase the Single Country option, your fee for such services will be based on the then-current Single Country fee.

**US Federal Government** – US Federal Government consists of: Financials legislative updates for the US Federal Government. If you purchase this service, you will receive financial legislative updates for the US Federal Government for one (1) US Federal Government fiscal year. If you purchase the US Federal Government option, your fee for such services will be based on the then-current US Federal Government fee.

The following Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite Service Availability Matrix describes the service availability and time frames.

<b>Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite Service Availability Matrix</b>		
	<b><u>Oracle E-Business Suite 11.5.10 cumulative update 2</u></b>	<b><u>Oracle E-Business Suite 12.0.6</u></b>
<b>Tier 1</b>	December 1, 2013 – December 31, 2016*  *Please see the Tier 1 description above for services provided through December 31, 2015	February 1, 2015 – December 31, 2015
<b>Tier 2</b>	December 1, 2013 – December 31, 2015	Not Available
<b>Tier 3</b>	December 1, 2013 – December 31, 2015	Not Available
<b>Single Country</b>	December 1, 2014 – December 31, 2015	Not Available
<b>US Federal Government</b>	October 1, 2015 – September 30, 2016	Not Available

Information on financials legislative updates and applicable countries is available on [My Oracle Support](#) (i.e., [Financials Legislative Updates for Oracle E-Business Suite 11.5.10 \(Doc ID 1597513.1\)](#) and [E-Business Suite Releases – Support Policy FAQ \(Doc ID 1494891.1\)](#)). Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite will be delivered through My Oracle Support.

The following only applies to Oracle E-Business Suite 11.5.10:

- Oracle will not provide financials legislative updates for Oracle E-Business Suite 11.5.10 any sooner or with any greater scope than what is made available under a subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12 or higher).
- Country-specific financials legislative updates ("localized updates") provided under Tier 2, Tier 3, Single Country and US Federal Government will only be made available if such localized updates are also made available in a subsequent release of Oracle E-Business Suite. In the event localized updates are provided for additional countries in a subsequent release of Oracle E-Business Suite, such localized updates for the additional countries will not be provided for Oracle E-Business Suite 11.5.10.

- Due to architectural or other changes between a subsequent release of Oracle E-Business Suite and Oracle E-Business Suite 11.5.10, Oracle may not provide all localized updates for Oracle E-Business Suite 11.5.10 that are made available in a subsequent release of Oracle E-Business Suite.
- The prerequisite for these services is based on the current minimum prerequisite level as described on [My Oracle Support](#) in [E-Business Suite 11.5.10 Minimum Patch Level and Extended Support Information Center \(Doc ID 1199724.1\)](#) and [Oracle E-Business Suite Error Correction Support Policy \(Doc ID 11905034.1\)](#).

If you renew Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is not subject to the Reinstatement policies stated above.

### Payroll Legislative Updates for Oracle E-Business Suite 11.5.10

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for Oracle E-Business Suite release 11.5.10 cumulative update 2. Customers who acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will receive one (1) tax year of payroll legislative updates for the Oracle E-Business Suite 11.5.10 release. In order to acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your licensed Oracle E-Business Suite Payroll must be currently supported with Software Update License & Support.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for the following countries and tax years:

Country	2014 Tax Year	2015 Tax Year	2016 Tax Year
<b>Australia</b>	See note 1 below	July 1, 2014 – June 30, 2015	Not Available
<b>United Kingdom</b>	See note 1 below	April 6, 2014 – April 5, 2015	April 6, 2015 – April 5, 2016
<b>United States</b>	See note 1 below	January 1, 2015 – December 31, 2015	January 1, 2016 – December 31, 2016
<b>Canada</b>	See note 1 below	January 1, 2015 – December 31, 2015	Not Available
<b>India</b>	April 1, 2013 – March 31, 2014	April 1, 2014 – March 31, 2015	Not Available
<b>Japan</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Mexico</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Republic of Ireland</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Saudi Arabia</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Singapore</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	January 1, 2015 – December 31, 2015	Not Available

<b>South Korea</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
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**Notes:**

1. For the specified countries and tax years noted above, payroll regulatory updates are provided under Sustaining Support to customers with a current support contract. Please see the Lifetime Support section above for additional information.
2. For the specified countries noted above, payroll regulatory updates provided by Oracle from December 1 – December 31, 2013 for the 2013 tax year are included as part of the Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 service for the 2014 tax year.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will be delivered through My Oracle Support and will require the latest available HRMS R11i RUP (See [My Oracle Support](#) document [Mandatory Family pack/Rollup patch \(RUP\) levels for Oracle Payroll \(Doc ID 295406.1\)](#)).

If you renew Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is not subject to the Reinstatement policies stated above.

**Financial and Payroll Legislative Updates for JD Edwards**

Financials and Payroll Legislative Updates for JD Edwards is available for JD Edwards EnterpriseOne program releases XE, 8.0 and 8.12 and JD Edwards World program releases A7.3, A8.1 and A9.1. If you purchase these services, you will receive one (1) calendar year of financials and payroll legislative updates and Severity 1 fixes for the applicable JD Edwards release. In order to acquire Financials and Payroll Legislative Updates for JD Edwards, your licensed JD Edwards EnterpriseOne and/or JD Edwards World program must be currently supported with Software Update License & Support.

The Financials and Payroll Legislative Updates for JD Edwards service consists of the following components that can be purchased separately: Tier 1, Tier 2, Tier 3, Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates. Tier 1, Tier 2 and Tier 3 consists of services for more than one country. Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates consist of services for an individual country.

The components are as follows:

**Tier 1** - Tier 1 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s), and payroll legislative and financials legislative updates for the applicable calendar year for the United States and Canada. If you purchase Tier 1, your fee for such services will be based on the then-current Tier 1 fee.

**Tier 2** - Tier 2 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable calendar year and for the countries and programs specified in the table below. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

	<b>JD Edwards EnterpriseOne</b>	<b>JD Edwards World</b>
<b>Payroll Legislative Updates</b>	United States, Canada, Australia and New Zealand	United States, Canada
<b>Financials Legislative Updates</b>	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand and India	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan and China



**Tier 3** - Tier 3 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable calendar year and for the countries and programs specified in the table below. If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

	<b>JD Edwards EnterpriseOne</b>	<b>JD Edwards World</b>
<b>Payroll legislative updates</b>	United States, Canada, Australia and New Zealand	United States, Canada
<b>Financials legislative updates</b>	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan, China, Colombia, Chile, Peru, Ecuador, Venezuela, Czech Republic, Denmark, Finland, Hungary, Norway, Poland, Sweden, Australia, India, South Korea, Singapore and Taiwan	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan and China

**Single Country Financial Legislative Updates:** Single Country Financial Legislative Updates consists of: Severity 1 fixes and financial legislative updates for the programs and countries specified in the table below. If you purchase Single Country Financial Legislative Updates, your fee for such service will be based on the then-current Single Country for Financial Legislative Updates fee.

<b>Program</b>	<b>Countries</b>
<b>JD Edwards EnterpriseOne</b>	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand and India
<b>JD Edwards World</b>	United States, Mexico, Brazil, United Kingdom, Ireland, Japan and China

**Single Country Payroll Legislative Updates:** Single Country Payroll Legislative Updates consists of: payroll legislative updates for the programs and countries specified in the table below. If you purchase Single Country Payroll Legislative Updates, your fee for such service will be based on the then-current Single Country for Payroll Legislative Updates fee.

<b>Program</b>	<b>Countries</b>
<b>JD Edwards EnterpriseOne</b>	United States, Canada, Australia and New Zealand
<b>JD Edwards World</b>	United States and Canada

Information on financials and payroll legislative updates for JD Edwards and applicable countries is available on [My Oracle Support](#) (i.e., [JD Edwards EnterpriseOne Globalizations \(Doc ID 752291.1\)](#) and [JD Edwards World Globalizations \(Doc ID 745085.1\)](#)). Financials and Payroll Legislative Updates for JD Edwards will be delivered through My Oracle Support.

The following apply to the JD Edwards EnterpriseOne and JD Edwards World program releases for which Financials and Payroll Legislative Updates service is available:

- Oracle will not provide financial and payroll legislative updates any sooner or with any greater scope than what is made available under a subsequent release of JD Edwards EnterpriseOne (i.e., JD Edwards EnterpriseOne 9.1 or higher) or JD Edwards World (i.e., JD Edwards World A9.3 or higher).
- Country-specific financials legislative updates ("localized updates") provided under Tier 2, Tier 3 and Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates will only be made available if such localized updates are also made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World. In the event localized updates are provided for additional countries in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World, such localized updates for



the additional countries will not be provided for the JD Edwards EnterpriseOne and JD Edwards World program releases included under the Financials and Payroll Legislative Updates service.

- Due to architectural or other changes between a subsequent release of JD Edwards EnterpriseOne or JD Edwards World and the eligible program releases under the Financials and Payroll Legislative Updates for JD Edwards service, Oracle may not provide all localized updates that are made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World.

If you renew Financials and Payroll Legislative Updates for JD Edwards, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Financials and Payroll Legislative Updates for JD Edwards is not subject to the Reinstatement policies stated above.

### **Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM**

Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM is available for the following programs: PeopleSoft Human Capital Management (HCM) release 9.0 and Financials and Supply Chain Management (FSCM) release 9.0 ("PeopleSoft Enterprise Applications"). Customers who acquire Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM will receive one (1) calendar year of Severity 1 fixes and United States Tax Form 1099 updates.

In order to acquire this service, your licensed PeopleSoft Enterprise Applications must be currently supported with Software Update License & Support. Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM will be delivered through My Oracle Support.

If you renew Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM is not subject to the Reinstatement policies stated above.

### **Severity 1 Fixes for Siebel CRM**

Severity 1 Fixes for Siebel CRM is available for the following Siebel CRM program releases: 7.7, 7.8 and 8.0. Customers who acquire Severity 1 Fixes for Siebel CRM will receive one (1) calendar year of Severity 1 fixes for the applicable Siebel CRM release.

In order to acquire this service, your licensed Siebel CRM program releases must be currently supported with Software Update License & Support. Severity 1 Fixes for Siebel CRM will be delivered through My Oracle Support.

Due to architectural or other changes between a subsequent release of Siebel CRM and the eligible program releases under the Severity 1 Fixes for Siebel CRM service, Oracle may not provide all Severity 1 fixes that are made available in a subsequent release of Siebel CRM.

If you renew Severity 1 Fixes for Siebel CRM, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Severity 1 Fixes for Siebel CRM is not subject to the Reinstatement policies stated above.

### **Oracle Market-Driven Support for Oracle Database 10g Release 2**

Oracle Market-Driven Support for Oracle Database 10g Release 2 is available for the Oracle Database Enterprise Edition Release 10.2.0.5. If you purchase Oracle Market-Driven Support for Oracle Database 10g Release 2, you will receive the following services for the number of production 10.2.0.5 databases identified in your order through July 31, 2016:

1. Oracle Market-Driven Support for Oracle Database 10g Release 2 will be limited to Severity 1 fixes and critical patch update(s) ("CPU").
2. A database upgrade planning workshop ("Workshop") that includes:
  - a. One (1) remote presentation for up to four (4) hours, not to exceed thirty (30) attendees to provide advice and guidance on the creation of your upgrade plan from Oracle Database Enterprise Edition Release 10.2.0.5 to an Oracle Database Enterprise Edition Release that is covered by Software Update License & Support; and
  - b. After the conclusion of the Workshop, Oracle will provide telephone support (Monday through Friday, 9:00am to 5:00pm local time, excluding local holidays) to respond to questions and offer guidance regarding your upgrade plan for up to the number of hours identified in your order.
3. Access to Oracle's Unlimited Learning Subscription ("ULS") for up to five (5) Named Users. The ULS includes Training On Demand, Learning Streams and Cloud Learning Subscription access. More information on ULS can be found at <http://education.oracle.com/us/terms/termspolicies030115.html>

Your fee for Oracle Market-Driven Support for Oracle Database 10g Release 2 services will be based upon Oracle's then current pricing in effect at the time of your order.

In order to acquire Oracle Market-Driven Support for Oracle Database 10g Release 2 services, your licensed Oracle database(s) must be currently supported with Software Update License & Support. Severity 1 fixes and CPUs will be delivered through My Oracle Support.

Oracle Market-Driven Support for Oracle Database 10g Release 2 services expire on July 31, 2016 and are not renewable. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Oracle Market-Driven Support for Oracle Database 10g Release 2 services are not subject to the Reinstatement policies stated above.

### **Oracle Linux Support Services**

Oracle offers Oracle Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

### **Oracle VM Support Services**

Oracle offers Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

### **Exadata Premier Support**

For information regarding renewals of Exadata Premier Support, please refer to the Exadata Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

## **6. Web-Based Customer Support Systems**

### **My Oracle Support**

Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts.

The following Oracle programs are not currently supported under My Oracle Support: Phase Forward (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas), Nimbula and MICROS Systems (except as otherwise stated below).

## **Clarify SelfService, MS CRM, Heat Portal and MICROS Self Service Customer Support Portal**

The following applies to MICROS Systems programs only. Access to the following MICROS Systems web-based customer support systems: Clarify SelfService, MS CRM, Heat Portal and MICROS Self Service Customer Support Portal are governed by the Terms of Use posted on the applicable MICROS Systems web site. The terms of Use are subject to change and a copy of these terms is available upon request. Access to the MICROS Systems web-based customer support systems is limited to your designated technical contacts. MICROS Systems programs supported by the MICROS United States and Canadian support teams (except US Cruise) has transitioned from Clarify SelfService, PTS, ZenDesk and Onyx to My Oracle Support.

## **Oracle Unbreakable Linux Network**

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs).

## **7. Tools Used to Perform Technical Support Services**

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) to assist with issue resolution. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment ("tools data"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you.

Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may also contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an order, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

## **8. Global Customer Support Security Practices**

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/support/policies.html>. The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Global Customer Support Security Practices during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).



Please note that global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any health, payment card or other sensitive data that requires protections greater than those specified in the [Global Customer Support Security Practices](#). Information on how to remove sensitive data from your submission is available in My Oracle Support at <https://support.oracle.com/CSP/main/article?cmd=show&type=NOT&id=1227943.1>.

Notwithstanding the restriction above, if you are subject to the United States Health Insurance Portability and Accountability Act (HIPAA) and would like to submit protected health information (PHI) to Oracle as part of receiving technical support services, you must:

- Execute a business associate agreement with Oracle that specifically references and covers your technical support services
- Submit PHI only in service request attachments on the My Oracle Support customer portal
- Not include PHI in the body of service requests
- When prompted in My Oracle Support, indicate that the service request attachment may contain PHI
- Disable automated file uploads that send files to Oracle as service request attachments

## 9. Severity Definitions

Service requests for supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the severity definitions specified below.

### Severity 1\*

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Except as otherwise specified herein, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For MICROS Systems programs in JAPAC (Australia, Cambodia, China, Guam, Hong Kong, India, Japan, Korea, Laos, Macau, Malaysia, Maldives, Myanmar, New Zealand, Philippines, Singapore, Sri-Lanka, Taiwan, Thailand and Vietnam), reasonable efforts will be made to respond to Severity 1 service requests within two (2) business hours. For MICROS Systems programs in Austria, Belgium and Portugal, reasonable efforts will be made to respond to Severity 1 service requests within four (4) hours. For MICROS Systems programs in Denmark, Finland, France, Hungary, Ireland, Israel, Norway, Poland, Sweden, Switzerland and United Kingdom, reasonable efforts will be made to respond to Severity 1 service requests within six (6) hours. For response efforts associated with Oracle Communications Network Software Premier Support, please see the Oracle Communications Network Premier & Sustaining Support section above.

Except as otherwise specified, Oracle provides 24 hour support for Severity 1 service requests for supported programs (OSS will work 24x7 until the issue is resolved) when you remain actively engaged with OSS working toward resolution of your Severity 1 service request. You must provide OSS with a contact during this 24x7 period, either on site or by phone, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle. 24 hour commitment to Severity 1 service requests is not available for MICROS Systems programs in the following countries: Austria, Belgium, Denmark, Finland, France, Germany, Hungary, Ireland, Israel, Italy, Netherlands, Norway, Poland Portugal, Spain, Sweden, Switzerland, United Kingdom, Australia, Cambodia, China, Guam, Hong Kong, India, Japan, Korea, Laos, Macau, Malaysia, Maldives, Myanmar, New Zealand, Philippines, Singapore, Sri-Lanka, Taiwan, Thailand and Vietnam.



**Severity 2\***

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

**Severity 3\***

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

**Severity 4\***

You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

\* For Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas), the severity levels are denoted as P0, P1, P2 and P3 and correspond to the above as follows: P0= Severity 1; P1=Severity 2, P2=Severity 3 and P3=Severity 4.

## 10. Hyperion and Agile Specific Support Terms

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

### Warranties, Disclaimers, and Exclusive Remedies

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

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

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

### Limitation of Liability

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.**

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

### Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

## **11. Contact Information**

Phone numbers and contact information can be found on Oracle's support web site located [here](#).

**EXHIBIT B**

**ORACLE LICENSE DEFINITIONS AND RULES, v111815\_US\_ENG**



## License Definitions and Rules

### Definitions and License Metrics

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

**Application Module:** is defined as a Program used by You on a single or multiple computers.

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

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

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

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

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

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

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

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

**Client Application Loader Client:** is defined as a device that receives its configuration from a client application server.



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

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

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

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

**Concurrent Connection:** is defined as each connection to a Serduct/Datalink. A Serduct/Datalink is defined as an interface that renders the Infor software operable for use with Micros Applications.

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

**Connected Device:** is defined as each unique device that transmits data to or receives data from Oracle application Programs or Oracle cloud services. Devices include, but are not limited to, sensors, meters, RFID readers, and barcode scanners. Devices may be connected directly to Oracle application Programs or Oracle cloud services, or may be connected indirectly to Oracle application Programs or Oracle cloud services through a gateway device or a third-party communications service. A device may be uniquely identified as being the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by its explicit registry with an Oracle application Program or an Oracle cloud service.

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

**Connector:** is defined as each connector connecting the software product with a third party product. A unique connector is required for each distinct third party product that the software product is required to interface.

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

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

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

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

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

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

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

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

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

**Disk Drive:** is defined as a spinning media device that stores data accessed by the Program.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**Flash Drive:** is defined as a front mounted solid state media device that stores data accessed by the Program.

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

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

**25,000 Gift Cards:** is defined as twenty-five thousand value cards (gift or stored) that are generated by the Program during a 12 month period.

**Guest Cabin:** is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses may not be shared across multiple cruise ships.

For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ and Sub-HQ Programs, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

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

For the purposes of the Oracle Hospitality Suite8 Interface Programs, a unique Guest Room license is required for each distinct product with which an Oracle Hospitality Suite8 Program is required to interface. For example, a customer requiring interfaces of an Oracle Hospitality Suite8 Program with three distinct products must have three separate Guest Room licenses.

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

**Oracle Hospitality Consulting Services:** are defined as services for which the description may be found in the Oracle Hospitality Global Business Unit ("Micros") Consulting Service Descriptions section at [www.oracle.com/contracts](http://www.oracle.com/contracts) and which is incorporated by reference.

**Hospitality Suite:** is defined as an entertainment space that typically includes, but is not limited to, a kitchenette, restroom, table



and seats within an arena, stadium, concert venue or other venue that is managed by the Program.

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

**Instance:** is defined as a single database environment. Test, production, and development environments are considered three separate instances that must each be licensed.

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

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

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

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

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

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

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

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

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

**Merchandise:** is defined as a unique item or SKU of a consumer good.

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

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

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

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

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

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

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware

and Management Pack for WebCenter Suite, only the users of the Program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

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

For the purposes of the following Programs: Data Masking and Subsetting Pack and Data Masking and Subsetting Pack for Non-Oracle Databases, only (a) the users of the database servers where masked data or data subsets originate and (b) the users of the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

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

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

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all users for all sources must be counted.

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

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

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

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

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

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

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

**1000 Orders:** is defined as one thousand orders entered into the applicable Program during a 12 month period. You may not exceed the licensed number of orders during any 12 month period unless You acquire additional 1000 Orders licenses from Oracle.



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

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

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

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

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

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

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

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

For the purposes of the Oracle Hospitality Guest Access POS and Device Client Program, a POS Client is a guest access control method that includes, but is not limited to, turnstiles, gates and swing doors that are managed by the Program. For each guest access control method, both entrance and exit points must be counted for the purposes of determining the number of licenses required. For example, each turnstile must be counted as two POS Clients (one for entrance and one for exit).

**Processor:** shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

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

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



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

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

For the purposes of the following Programs: Data Masking and Subsetting Pack and Data Masking and Subsetting Pack for Non-Oracle Databases, only (a) the processors running the database servers where masked data or data subsets originate and (b) the processors running the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

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

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

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

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

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

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

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

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

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

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

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

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

**Property:** is defined as a location with a single physical address.

For the purposes of the following Programs: Oracle Hospitality POS Gateway Provisioning Service for Merchant Link, Oracle Hospitality POS Gateway Change Service for Merchant Link, and Oracle Hospitality POS Annual Support Subscription for Merchant Link, each property management system, each restaurant, and each retail point of sale system must be counted as a separate Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**250,000 Requests Per Day:** is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

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

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

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

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

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

**Retail Wireless Device:** is defined as a detached device that accesses the Program. Examples of wireless devices include but are not limited to, scanners, RF devices, PDAs.

**Revenue Center:** is defined as a logical reporting as configured within a Location. For example, a restaurant that keeps its reports and configuration separate from its bar and its room service would require 3 Revenue Center licenses (one for the restaurant, one for the bar and one for room service).



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

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

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

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

For the purposes of Tekelec Programs, a Server in a virtualized environment is not counted as a Server.

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

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

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

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

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

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



**Stream:** is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

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

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

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

**System:** is defined as a single configuration environment. Test, production, and development configurations are considered three separate systems that must each be licensed.

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

**Tape Library Slot:** is defined as a physical slot location within a tape library where each slot accepts a single tape cartridge.

#### **Technical Reference Manuals**

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

**Technical Support** *{This definition is also in the OLSA- this section may be deleted from this document if the definitions are kept with the OLSA}*

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

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

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS, will not increase by more than 3% over the prior year's fees. If Your order is fulfilled by a member of Oracle's partner Program, the fee for SULS for the first renewal year will be the price quoted to You by Your partner; the fee for SULS for the second renewal year will not increase by more than 3% over the prior year's fees.

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

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

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

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

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

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

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

**Transaction Services Client:** is defined as a device that is used to receive data from an external source to record a sales transaction (e.g., a device in a coffee shop that is used by customers to enter their sandwich orders). If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Symphony Transaction Services Program, devices that are used to send property or revenue center configuration to an external source must be counted as Transaction Services Clients. For example, if a digital signage provider wants to display menu item information (e.g., price, name, etc.) on a menu board behind the counter and the menu board system requests that a device provides a list of the menu items and prices that are available for purchase, then that device must be licensed as Transaction Services Client.

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

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

**Video Wrapper:** is defined as a standardized container that acts as a file system for video assets installed per site. Examples of video wrapper formats include GXF, MXF, OPIA, AVI, Quicktime and LXF.

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

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

**Term Designation**

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

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

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



### **Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications**

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

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

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

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but You must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus Program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications Programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application Programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- With respect to the Java SE Advanced and Java SE Suite Programs, You may not create, modify, or change the behavior of, or authorize Your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these Programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the Programs are set forth at <http://oracle.com/contracts>.
- Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications\*, Oracle Documaker, Oracle Endeca\*, Oracle Knowledge, Oracle Media, Oracle Retail\*, Oracle Enterprise Taxation\*, Oracle Tax, Oracle Utilities\*, Oracle Financial Services\*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare\*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle



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

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

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

- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The Programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.
- The number of Hyperion Program option licenses must match the number of licenses of the associated Hyperion Program.
- The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs may only be used to access data from the Hyperion Planning Plus Program. The Oracle Data Integrator for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.
- The license for the Hyperion Profitability and Cost Management Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs may only be used to access data from the Hyperion Profitability and Cost Management Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.

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

<b>Program</b>	<b>Named User Plus Minimum</b>
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
NoSQL Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate for Mainframe	25 Named Users Plus per Processor
GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Data Integrator Enterprise Edition for Oracle Applications	25 Named Users Plus per Processor
GoldenGate for Oracle Applications	25 Named Users Plus per Processor
Endeca Discovery Foundation for Oracle Applications	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor

WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition One	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
API Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Managed File Transfer	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
Event Processing	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Process Management Standard Edition	10 Named Users Plus per Processor
Application Adapters	10 Named Users Plus per Processor
Oracle E-Business Suite Adapter	10 Named Users Plus per Processor
Integration Adapter for SAP R/3	10 Named Users Plus per Processor
Integration Adapter for JD Edwards World	10 Named Users Plus per Processor
Integration Adapter for Siebel	10 Named Users Plus per Processor
Cloud Adapters	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor
WebCenter Suite Plus	10 Named Users Plus per Processor
WebCenter Portal	10 Named Users Plus per Processor
WebCenter Content	10 Named Users Plus per Processor
WebCenter Sites	10 Named Users Plus per Processor
WebCenter Sites Satellite Server	10 Named Users Plus per Processor
WebCenter Universal Content Management	10 Named Users Plus per Processor
WebCenter Imaging	10 Named Users Plus per Processor
WebCenter Forms Recognition	10 Named Users Plus per Processor
WebCenter Enterprise Capture	10 Named Users Plus per Processor
WebCenter Distributed Capture	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Sites Mobile Option	10 Named Users Plus per Processor
Enterprise Identity Services Suite	10 Named Users Plus per Processor
Identity Governance Suite	10 Named Users Plus per Processor
Access Management Suite Plus	10 Named Users Plus per Processor
Entitlements Server	10 Named Users Plus per Processor
Entitlements Server Security Module	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

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



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

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

<b>Column A</b>	<b>Column B</b>
<b>Database Enterprise Edition Options*</b> - Multitenant, Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Spatial and Graph, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Advanced Analytics, Database In-Memory, Retail Data Model, Communications Data Model, Airlines Data Model, Utilities Data Model  <b>Database Enterprise Management*</b> - Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database	Oracle Database Enterprise Edition
<b>RDB Server Options*</b> - TRACE	Rdb Enterprise Edition, CODASYL DBMS
<b>WebLogic Suite Options**</b> - BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Unified Business Process Management Suite, WebLogic Coherence Grid Edition Option	WebLogic Suite
<b>WebLogic Server Enterprise Edition and WebLogic Suite Options**</b> - WebLogic Server Multitenant, WebLogic Server Continuous Availability	Associated application server Program being managed by the Program in Column A.
<b>SOA Suite for Oracle Middleware Options**</b> - Integration Continuous Availability	SOA Suite for Oracle Middleware
<b>Application Server Enterprise Management**</b> - WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware, Management Pack for Oracle Data Integrator	Associated application server Program being managed by the Program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe
Tuxedo Advanced Performance Pack**	Tuxedo
<b>Business Intelligence Server Enterprise Edition Options-</b>	Business Intelligence Server Enterprise



Interactive Dashboard, Delivers, Answers, Office Plug-in, Reporting and Publishing	Edition
<b>Business Intelligence Suite Enterprise Edition Plus Option-</b> Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
<b>Beehive Platform Options-</b> Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Management Pack for Oracle Data Integrator	Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, or Oracle Data Integrator Enterprise Edition for Oracle Applications
<b>Hyperion Financial Data Quality Management Options-</b> Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
<b>Hyperion Financial Data Quality Management for Hyperion Enterprise Option-</b> Hyperion Financial Data Quality Management - Enterprise Edition Adapter for Financial Management, Hyperion Financial Data Quality Management – Enterprise Edition Adapter Suite, Hyperion Financial Data Quality Management – Enterprise Edition ERP Source Adapter for SAP	Hyperion Financial Data Quality Management for Hyperion Enterprise

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

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

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

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

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

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

#### **Licensing Rules for JD Edwards Applications**

- The Programs include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the Programs. The Programs may also contain other third party products.
- Your license for the Program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards Program table located at <http://oracle.com/contracts> for additional information.

- The Foundation Program contains the development foundation environment/toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer Programs generated by You utilizing the development tools included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

#### **Licensing Rules for Oracle E-Business Suite Applications**

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

#### **Licensing Rules for Oracle Hospitality Cruise Applications**

- The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Cruise Interface Programs only. You may not add new schemas or unsupported applications.

#### **Licensing Rules for Oracle Hospitality Food and Beverage Applications**

- The Oracle Hospitality Technology Foundation for Food and Beverage Program may only be used with the Oracle Hospitality Symphony Point-of-Sale, Oracle Hospitality Symphony Transaction Services, Oracle Hospitality Symphony First Edition Point-of-Sale, Oracle Hospitality Symphony First Edition Transaction Services, Oracle Hospitality Reporting and Analytics, and Oracle Hospitality 9700 Foundation Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.
- For the Oracle XBRI Loss Prevention for Food and Beverage Program, You acknowledge that there are MicroStrategy, Inc. products (the "MicroStrategy Products") included with that Program and the MicroStrategy Products are subject to the following terms and conditions.

All terms and conditions of the order under which You license the Oracle XBRI Loss Prevention for Food and Beverage Program (the "Order") that are not expressly modified, supplemented, or deleted by these terms shall remain in force but these terms shall supersede any contradictory terms or conditions in the Order.

- a. You acknowledge that the Oracle XBRI Loss Prevention for Food and Beverage Program contains copyrighted and proprietary products and materials of MicroStrategy, Inc., which are obtained under a license from MicroStrategy, Inc.
- b. Your use of the MicroStrategy Products is restricted solely to use in combination with the Oracle XBRI Loss Prevention for Food and Beverage Program as included therein and limited to the number of named user licenses purchased on the Order.
- c. You are prohibited from changing or expanding the data models and You are limited to accessing data only from the data models provided by Oracle.
- d. You are expressly prohibited from reverse engineering, disassembling or decompiling the MicroStrategy Products.
- e. You acknowledge that You are being granted a sublicense to the MicroStrategy Products only, and in no event shall any title or ownership to the MicroStrategy Products pass or transfer to You.
- f. Oracle and MicroStrategy disclaim any warranty of any kind directly to You for the MicroStrategy Products, including a warranty of performance, merchantability, fitness for a particular purpose, title and non-infringement. ORACLE DOES NOT GUARANTEE THAT THE MICROSTRATEGY PRODUCTS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE OR MICROSTRATEGY CAN OR WILL CORRECT ALL PROGRAM ERRORS. ORACLE DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ORACLE AND MICROSTRATEGY'S LIABILITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, AND ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE, ARISING FROM THE USE OF THE MICROSTRATEGY PRODUCTS OR ARISING IN CONNECTION WITH THE ORDER.
- g. You are expressly prohibited from written and oral disclosure to any third party of any result of any benchmark tests.
- h. If You export the MicroStrategy Products, You are required to comply fully with all relevant export laws and regulations of the United States to ensure that neither the MicroStrategy Products nor any direct product thereof, are exported, directly or indirectly, in violation of United States law.
- i. You are expressly prohibited from using the MicroStrategy Products in any manner that violates any individual's privacy right under the applicable law.
- j. You acknowledge that Oracle shall have the right to provide to MicroStrategy any personal data provided by You in order for Oracle or MicroStrategy to fulfill its respective obligations hereunder, and that MicroStrategy has the right to export certain personal data outside the European Union to any country in the European Union and/or the United States; provided the processing and export of such personal data shall be carried out in compliance with the applicable law relating to data protection. You have the right to consult, amend, cancel or oppose processing and/or export of Your personal data.
- k. In addition to Oracle's audit rights under the Master Agreement, upon Oracle's request, You agree to run a license manager report utilizing the license manager functionality included in any MicroStrategy products. You shall provide Oracle with a license manager report within ten (10) days of receiving a request from Oracle. You understand and agree that Oracle may share license manager report(s) with MicroStrategy.

#### **Licensing Rules for Oracle Hospitality Hotels Applications**

- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.
- The following Programs may only be used with the Oracle Hospitality OPERA Programs: Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Premium, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Standard, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Lite and Oracle Hospitality Technology Foundation for Hotel Central Office Systems. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.

The number of licenses for the Oracle Hospitality Hotels Programs listed below in column A must match the number of licenses of the associated Oracle Hospitality Hotels Program listed in column B.



<b>Column A</b>	<b>Column B</b>
<b>Oracle Hospitality OPERA Property Add-on Modules -</b> Oracle Hospitality OPERA Mobile, Oracle Hospitality Multiproperty Cross Profiles and Configurations, Oracle Hospitality OPERA Multiproperty Cross Reservation, Oracle Hospitality OPERA Multiproperty Cross Postings, Oracle Hospitality OPERA Commission Handling, Oracle Hospitality OPERA Membership for Frequent Guest and Flyer, Oracle Hospitality OPERA Web Self Service, Oracle Hospitality OPERA Campaign Management	Oracle Hospitality OPERA Property Premium, Oracle Hospitality OPERA Property Standard, OR Oracle Hospitality OPERA Property Lite
<b>Oracle Hospitality OPERA Sales and Catering Add-Ons for Hotels -</b> Oracle Hospitality OPERA Sales and Catering for Hotels – Multi-Property Base, Oracle Hospitality OPERA Sales and Catering for Hotels – Multiproperty Group Room Control and Function Diary, Oracle Hospitality OPERA Sales and Catering Account Management	Oracle Hospitality OPERA Sales and Catering Premium OR Oracle Hospitality OPERA Sales and Catering Standard
<b>Oracle Hospitality OPERA Sales and Catering for Conference Centers -</b> Oracle Hospitality OPERA Sales and Catering for Conference Centers - Multiproperty Base, Oracle Hospitality OPERA Sales and Catering for Conference Centers - Multiproperty Group Room Control and Function Diary, Oracle Hospitality OPERA Sales and Catering Account Management for Conference Centers	Oracle Hospitality OPERA Sales and Catering Base for Conference Centers

#### **Licensing Rules for PeopleSoft Applications**

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



#### **Licensing Rules for Primavera Applications**

- For the purposes of the following Primavera Programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, You acknowledge that You have both read and understand the limited Software Update License & Support services that are available for these Programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner Programs, You acknowledge that the agreement delivered to You with these Programs, and not the end user license agreement contained in the product installation, governs the end user's use of these Programs.
- For the purposes of the following Programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following Programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

#### **Licensing Rules for Oracle Retail Programs**

- The Oracle Retail Technology Foundation for Store Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Back Office Program, the Oracle Retail XStore Point of Service Program and the Oracle Retail XStore Office Program. Any use of the Oracle Retail Technology Foundation for Store Applications Program by other Oracle Programs or third party programs is not permitted.

#### **Licensing Rules for Siebel Applications**

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

#### **Licensing Rules for Programs Licensed per UPK Module**

- Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by You using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and

any copies thereof. You shall use UPK content modifications created by You solely for Your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to You concerning Your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by You as those contained in this agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

#### **Licensing Rules for MySQL Programs**

- The MySQL Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

## **Education Services Agreement**

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

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

B. Oracle Class Cancellation/Reschedule Policy is set forth at:  
<http://www.oracle.com/us/education/termspolicies060112-1587247.html> .

C. Travel and Expenses for Oracle personnel for on-site training courses will be reimbursed upon completion of each course. In lieu of actual receipts, an itemized breakdown of expenses will be provided upon request.

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

E. You and Mythics agree that the terms and pricing of this agreement and accompanying quotation may not be disclosed without the other's prior written consent.

F. You agree that this Quotation and Education Services Agreement is the complete agreement for the Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement shall supersede the terms in any purchase order or other non-Mythics ordering document and no terms included in any such purchase order or non-Mythics ordering document shall apply to the Services ordered. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Mythics.

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

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

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

This Hardware Schedule (this "Schedule H") governs Your use of the Products and Service Offerings ordered from an authorized reseller (herein referred to as "Contractor") of Oracle America, Inc. ("Oracle").

## 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 that Oracle accepts Your order for an Integrated Software Option.

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 and agree to pay additional fees. 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. The version of the Integrated Software Options License Rules, attached to this Schedule H as Exhibit A, is a representative example of the Integrated Software Option License Rules and is subject to change. The Integrated Software Option License Rules in effect at the time of an order shall be the Integrated Software Option License Rules that apply to such order. 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 "**Documentation**" refers to the hardware specifications, user manuals, and installation manuals. The documentation for Hardware is delivered with the Hardware and/or provided online.

1.4 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.5 "**Integrated Software**" refers to 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 You by Oracle under this 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 Your Hardware. Integrated Software does not include and You do 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. For specific Hardware, Integrated Software includes Integrated Software Options separately ordered.

1.6 "**Operating System**" refers to the software that manages Hardware for programs and other software.

1.7 "**Products**" refers to Hardware, Integrated Software and Operating System.

1.8 "**Separate Terms**" refers to separate license terms that are specified in the readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.9 "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of this Schedule H.

1.10 "**Service Offerings**" refers to technical support which You have ordered.

1.11 "**You**" and "**Your**" refers to the State of Ohio.

## 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 agree to pay additional fees.

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>. The versions of the license agreements for the Oracle Solaris, Oracle Linux and Oracle VM Manager, attached to this Schedule H as Exhibit B, are a representative example of the license agreements for various Operating Systems and are subject to change. The license agreement for an Operating System in effect at the time of an order for such Operating System shall be the license agreement that applies to such order. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part



of, the Hardware. You may not make the Operating System or the Integrated Software available to any third party for use in such third party's business operations (unless such access is expressly permitted for in the related order).

2.3 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable (except as provided for in Section 3.3 below) 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 (except as provided for in Section 3.3 below) 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 this Schedule H 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 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.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code You received as binaries on physical media, You may receive a copy of the source code ("source code") on media via postal service by submitting a written request at <http://www.oracle.com/technetwork/opensource/index.html>. Alternatively, You can mail Your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-50P10, Redwood Shores, CA 94065. Your request should include the name and version number of the Product, Your name, Your company name (if applicable), Your return mailing address, and Your email address. Certain source distributions require a fee for physical media; in such case, You will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the applicable Product, or in the case of code licensed under the GPLv3, You may send a request for as long as Oracle offers spare parts or technical support for the applicable Product model. This offer only applies if You received Your Operating System, Integrated Software or Integrated Software Options on physical media.

2.5 Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable (except as provided for in Section 3.3 below) , 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 provided in the order.

2.6 You may not:

- remove or modify any Hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the Operating System or Integrated Software;
- make the Operating System, Integrated Software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Operating System, Integrated Software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Operating System or Integrated Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the Operating System or Integrated Software);
- make copies of the Operating System or Integrated Software except for archival purposes or to replace a defective copy; or
- disclose results of any Hardware benchmark tests.

### 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.

3.3 You may not assign, give or transfer the Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. You shall not grant a security interest in the Operating System, Integrated

Software and/or any Service Offerings deliverables and , and You shall not finance Your acquisition of any Products and/or any Service Offerings. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms. The above prohibition on the assignment or transfer of the Operating System or any interest in it shall apply to all Operating Systems licensed under this Schedule H, except to the extent that such prohibition is rendered unenforceable under applicable law. Notwithstanding anything to the contrary in the first sentence of this Section, You shall be permitted to transfer the Integrated Software and/or any Service Offerings to another State of Ohio agency, which assumes Your responsibilities and/or duties due to a merger or consolidation of State agencies (the "Assignee State Agency"), provided that: (i) You give advance written notice to Oracle of such assignment, (ii) You have continuously maintained annual technical support services for such Integrated Software and/or Service Offerings, (iii) You transfer the Integrated Software along with the Hardware and the Assignee State Agency must be the transferee of the Hardware, and (iv) the Assignee State Agency agrees in writing with Oracle that it assumes all obligations and liabilities with respect to such Integrated Software and/or any Service Offerings and agrees to be bound by such terms and conditions of this Schedule H and the relevant order placed under this Schedule H, including any applicable license agreement. Nothing in this section shall be deemed to allow You to assign any Integrated Software separate and apart from the Hardware in which it is incorporated.

#### **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 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 the access, resources, materials, personnel, information, and consents that Oracle may require in order 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>. The version of the Oracle Hardware and Systems Support Policies, attached to this Schedule H as Exhibit C, is a representative example of the Oracle Hardware and Systems Support Policies and is subject to change. If You choose not to purchase technical support services at the time You purchase the related Hardware, You may be required to pay reinstatement fees in accordance with Oracle's then current Oracle Hardware and Systems Support Policies if You choose to purchase technical support services for such Hardware at a later date.

5.2 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"). The version of the Oracle Hardware

Warranty, attached to this Schedule H as Exhibit D, is a representative example of the Oracle Hardware Warranty and is subject to change. 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 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 AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID 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. maltreated 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. Notwithstanding the foregoing, You shall be permitted to transfer the Oracle Hardware Warranty to an Assignee State Agency to whom You are transferring title to the Hardware, provided that: (i) You give advance written notice to Oracle of such assignment and transfer of title to the Hardware, (ii) You have continuously maintained annual technical support services for such Hardware, and (iii) the Assignee State Agency agrees in writing with Oracle that it assumes all obligations and liabilities with respect to such Hardware and agrees to be bound by such terms and conditions of this Schedule H and the relevant order placed under this Schedule H.

## **8. AUDIT**

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 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) related to the Operating System, Integrated Software and Integrated Software Options and/or (b) licenses of the Operating

System, Integrated Software and Integrated Software Options ordered under this Schedule H and the related ordering documents. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## **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 to 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.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

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

### **9.2 Transfer of Title**

Title to the Hardware will transfer upon delivery.

### **9.3 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.

### **9.3 Future Availability**

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 this Schedule H, 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 this Schedule H.

## **10. OWNERSHIP**

Oracle or its licensors retain all ownership and intellectual property rights to the Operating System, Integrated Software and anything developed or delivered under this Schedule H. Unless otherwise stated in the order between Oracle and the Contractor, title to Hardware, excluding the Operating System and Integrated Software, and risk of loss or damages to the Hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the Operating System and Integrated Software shall not pass to You or to a third party; title to and ownership of the Operating System and Integrated Software shall remain with Oracle.

## **11. INDEMNIFICATION**

11.1 Subject to sections 11.5, 11.6, 11.7 and 11.8 below, if a third party makes a claim against either You, that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by Oracle under the terms of this Schedule H and used by You infringes the third party's intellectual property rights, Oracle, at Oracle's sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

- a. notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
- b. give Oracle sole control of the defense and any settlement negotiations, subject to the approval and consent of the Ohio Attorney General; and
- c. give Oracle the information, authority (subject to the approval and consent of the Ohio Attorney General) and assistance Oracle needs to defend against or settle the claim.

11.2 If Oracle believes or it is determined that any of the Material may have violated a third party's intellectual property rights, Oracle may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for, and require return of, the applicable Material and refund any fees You may have paid Oracle for it and, if Oracle is the provider of an infringing Operating System, or Integrated Software, or Integrated Software Options (as applicable), any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Operating System, or Integrated Software, or



Integrated Software Options (as applicable). If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

11.3 Notwithstanding the provisions of section 11.2 and with respect to Hardware only, if Oracle believes or it is determined that the Hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the Hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable Hardware (or portion thereof) and refund the net book value and, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

11.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Operating System, or Integrated Software, or Integrated Software Options (as applicable) associated with that Separately Licensed Third Party Technology and shall refund any Operating System, or Integrated Software, or Integrated Software Options (as applicable) license fees You may have paid to Oracle for the Operating System, or Integrated Software, or Integrated Software Options (as applicable) license and any unused, prepaid technical support fees You have paid to Oracle for the Operating System, or Integrated Software, or Integrated Software Options (as applicable) license.

11.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 11.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed.

11.6 Notwithstanding anything to the contrary in this section 11, You must be a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support) for Oracle's indemnification obligations related to the Operating System, Integrated Software, and Integrated Software Options set forth in this section 11 to be applicable (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing in this section 11, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

11.7 Oracle will not indemnify You if You alter the Material or uses it outside the scope of use identified in Oracle's user documentation or if You use a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to You, or if You continue to use the applicable Material after the end of the license to use that Material. Oracle will not indemnify You to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Oracle. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use an Operating System or Integrated Software or Integrated Software Options (as applicable) and that is used: (a) in unmodified form; (b) as part of or as required to use an Operating System or Integrated Software or Integrated Software Options (as applicable); and (c) in accordance with the license grant for the relevant Operating System or Integrated Software or Integrated Software Options (as applicable) and all other terms and conditions of this Schedule H, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Operating System or Integrated Software or Integrated Software Options (as applicable) under the terms of this Schedule H. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Operating System or Integrated Software or Integrated Software Options (as applicable) as delivered to You and used in accordance with the terms of this Schedule H would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

11.8 This section provides Your exclusive remedy for any infringement claims or damages.

## **12. LIMITATION OF LIABILITY**

**TO THE EXTENT NOT PROHIBITED BY LAW, ORACLE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.**

## **13. EXPORT**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under this Schedule H, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, 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. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents

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used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "These commodities, technology, software, or hardware (including any Integrated Software and Operating System(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."

## 14. OTHER

14.1 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

14.2 The parties acknowledge that Oracle is a third-party beneficiary to this Schedule H.

14.3 The Uniform Computer Information Transactions Act does not apply to this Schedule H or orders placed pursuant to it. You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents, and Oracle is not liable for or bound by any acts of any such third party firm.

14.4 Source code may be delivered as part of the standard delivery for particular programs, Operating System or Integrated Software; all such source code is subject to the terms of this Schedule H, the applicable order and the applicable documentation.

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

14.6 The parties agree that Ohio law shall govern the terms of this Schedule H. The parties further agree that as between the Contractor, Oracle and You, Ohio law shall govern the licenses described herein.

14.7 By virtue of this Schedule H and any license agreement for Operating Systems, the parties may have access to information that is confidential to one another or Oracle ("**Confidential Information**"). The parties each agree to disclose only information that is required for the performance of obligations under this Schedule H. Confidential Information shall be limited to the information clearly identified as confidential at the time of disclosure.

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

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. The parties may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Schedule H. Nothing shall prevent either party from disclosing the terms or pricing under this Schedule H, the license agreements for Operating Systems purchased pursuant to this Schedule H or orders submitted under this Schedule H in any legal proceeding arising from or in connection with this Schedule H or disclosing the Confidential Information as required by law. Furthermore, the parties acknowledge that You are subject to Ohio's Public Records Law and that any Confidential Information contained in this Schedule H and any license agreement for Operating Systems purchased under this Schedule H shall not apply to the extent that Confidential Information is required to be disclosed by applicable law, including Ohio's Public Records Law. Notwithstanding the foregoing, if You receive a request for disclosure of any Oracle confidential information, which is clearly and expressly marked as Oracle confidential and/or proprietary information and which excludes Oracle license agreements, pursuant to Ohio's Public Records Law.

**SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT**  
**MASTER CONTRACT FOR SOFTWARE LICENSING (MLA NUMBER MLA0024)**

**THIS CONTRACT** (the "Contract") is between the State of Ohio (the "State"), through the Office of Information Technology ("OIT"), Investment and Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215, and Oracle USA, Inc. (the "Contractor"), with offices at 500 Oracle Parkway, Redwood Shores, CA 94065, and whose Federal Tax ID Number is 84-1332677.

**a. Background.** The State and the Contractor have entered into this Contract to provide the terms and conditions under which the Contractor will grant one or more perpetual, nonexclusive licenses to the State to use certain software that the Contractor publishes or markets. Any such licenses will be described in one or more schedules to this Contract ("Schedules") and will include a license to use the Software's user and technical documentation. Additionally, this Contract governs the Contractor's obligation to provide the State with assistance troubleshooting the Software and with updates, corrections, enhancements, and new releases, if and when available, of the Software, as set forth herein ("Technical Support").

**b. Definitions.** The term "Ancillary Programs" refers to third party materials specified in the Program Documentation which may only be used for the purposes of installing or operating the Programs with which the Ancillary Programs are delivered. The term "Program Documentation" refers to the Program user manual and Program installation manuals. The term "Programs" or "Software" refers to the software products owned or distributed by the Contractor which the State has ordered, Program Documentation, and any Program updates acquired through Technical Support. The term "Services" or "Technical Support" refers to technical support which the State has ordered. The term "State Entities" are defined as legal entities of the State of Ohio government, including agencies, departments, divisions, and other similar departments, which exist to conduct the business of the State, as well as those legal entities for which it has assumed the obligation to manage, so long as those management obligations are not for the sole or primary purpose of the entity's gaining access to the Programs.

**c. Applicability of Agreement.** This Contract is valid for the Schedule(s) which incorporates it by reference.

**d. Authorized Contract Users:** State Entities may also order Programs and technical support from the Contractor in accordance with the terms and conditions of this Contract, solely for the use of their individual entity. By placing an order under this Contract, each State Entity agrees to be bound by the terms and conditions of the applicable Schedule and this Contract and, for the purposes of such order, "State" as used in this Contract shall be deemed to refer to such State Entity, unless indicated otherwise herein. Each State Entity shall be responsible for its breach(es) of such terms and conditions.

## **PART I: LICENSE AND USE**

**1. Grant of License.** Upon the signing of a Schedule by both parties and the issuance of an OBM-certified purchase order by the State, the State has the limited right to use the programs and receive any support it orders solely for the exercise of its government functions and subject to the terms of this Contract, including the definitions and rules set forth in this Contract and the Program Documentation. The State may access the Program Documentation at <http://oracle.com/contracts>. The State may, at no additional fee, also:

- permit use by Ohio residents, its suppliers, other people and entities to which it provides governmental services, and other Ohio governmental entities of Programs that are specifically designed to allow such persons or entities to interact with the State in the furtherance of its exercise of its government functions.
- allow the State's agents and contractors (including, without limitation, its outsourcers) to use the Programs solely to support the exercise of its government functions and subject to the terms of this Contract, provided that the State is responsible for obligating them to comply with the terms of this Contract.
- engage one or more third parties to manage the Programs and the system or systems on which the Programs are operated or engage one or more third parties as outsourcers to manage the Programs on its systems at its locations within the United States in a facilities management or similar arrangement, provided that any such third party agrees in writing to honor the terms of this Contract and to use the Programs solely for the State's benefit and according to the terms of this Contract.

Any services provided under this Contract may be related to the State's license to use Programs which the State acquires under a separate order. The Contract referenced in that order will govern the State's use of such Programs. Any services acquired from the Contractor are separate from such Program licenses, and the State may acquire either services or such Program licenses without acquiring the other.

The State agrees that it has not relied on the future availability of any specific new features for any Software acquired under this Contract or the release and/or updates of other programs in entering into the payment obligations in any Schedule; however, (a) if the State orders Software Update License & Support ("SULS") for Programs, the preceding sentence does not relieve the Contractor of its obligation to provide updates under the applicable Schedule, if-and-when available, in accordance with the applicable Contractor technical support policies, and (b) the preceding sentence does not change the rights granted to the State for any Programs licensed under a Schedule, per the terms of its Schedule and this Contract.

The Contractor may deliver source code (for certain extract batch scripts, algorithms/plugin-ins, and JavaScript templates, collectively "source code") as part of its standard delivery for certain Programs; all source code delivered by the Contractor is subject to the terms of the Contract, the applicable Schedule and Program Documentation.

**2. License Restrictions.** The State may not assign, transfer, or redistribute the Software to any party in whole or in part, except as expressly provided by this Contract or the applicable Schedule. It also may not rent, time share, or operate a service bureau with respect to the Software. And the State may not charge a fee to any third party for access to or use of the Software, unless this Contract or the applicable Schedule permits such.

The Contractor retains all ownership and intellectual property rights to the Oracle Programs. Third party technology that may be appropriate or necessary for use with some Oracle Programs is specified in the Program Documentation. Such third party technology is licensed under the terms of the third party technology license agreement specified in the Program Documentation and not under the terms of this Contract.

The State may not:

- remove or modify any Program markings or any notice of the Contractor's proprietary rights;
- make the Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted under this Agreement);
- reverse engineer (unless required by law for interoperability), disassemble or decompile the Programs; or
- disclose results of any Program benchmark tests without the Contractor's prior written consent.

**3. Permitted Transfers.** The State may transfer a Program from one computer to another computer within the United States subject to such Program's license metric and the terms of this Contract and all applicable Schedules, provided that (a) the State's use of such Program shall not exceed the quantity and license metric that it is licensed for under this Contract and the applicable Schedule, and (b) there is no change in operating system. If a State Entity is mandated by its governing body to convey any of its specific functions to another governmental entity, the Program licenses used to support the conveyed functions may be transferred at no charge, after written notice to the Contractor. If a State Entity merges with another State Entity, previously acquired Program licenses may be used by the merged entity pursuant to the terms of this Contract. Nothing in this section shall be deemed to relieve the State Entity or the transferee entity of the obligation to use a Program in accordance with the terms and conditions of this Contract and all applicable Schedules placed hereunder, including, without limitation, limiting usage of a Program to the quantity and license type for which such Program is licensed.

**4. Object Reassignment.** Any Software licensed by the number of items that it may be used on, by, or in conjunction with, such as nodes, computers, users, or sites ("Objects"), may be reassigned to other, similar Objects within the State Entity originally purchasing the license(s) at any time and without any additional fee or charge. For example, a computer-specific license may be transferred to another computer, a site license may be transferred to another site, and a named user license may be assigned to another user within the State Entity originally purchasing the license(s). But any such reassignment must be in conjunction with termination of use by or with the previous Object, if such termination is required to keep the total number of licensed Objects within the scope of the applicable license. Should the State Entity require a special code, a unique key, or similar device to reassign the Software as contemplated by this section, the Contractor will provide such a code, key, or similar device to the State Entity at any time and without a fee or charge, regardless of whether such Software is then under Support. A later section in this Contract governs assignment of the State's license in any Software to a successor in interest.

**5. Copies.** The State may make a sufficient number of copies of each Program for its licensed use and one copy of each Program media, unless otherwise stated in the Schedule.

**6. Hazardous Environments.** The State recognizes that some Software may not be designed or intended for use as or with online control equipment or systems in hazardous environments requiring fail-safe performance. This includes equipment or systems such as those used in the operation of nuclear facilities, aircraft navigation, air traffic control, direct life support machines, and munitions. It also includes any other equipment or systems in which the State



reasonably can foresee that failure of the Software could lead to death, personal injury, or severe physical or environmental damage. For any Software designated as not intended for hazardous environments in the applicable Schedule, the State may not use or permit the use of the Software in conjunction with any such equipment or systems.

**7. Upgrades, Updates, and Corrections.** All portions of the Software, including any corrections, patches, service packs, updates, upgrades, and new versions and releases that may become available are the property of Contractor, are part of the Software, and are governed by the State's license in the Software. In no event will the Software or any modification of it be deemed a work made for hire, even if the Contractor has made the modification expressly for the State, unless the parties agree otherwise in writing.

## **PART II: FEES AND PAYMENT**

1. The State will pay to the Contractor the fees for licensing the Programs as well as all applicable fees for support. The license fee for each license is due and payable on the 30<sup>th</sup> day after the later of the date on which the applicable license starts or the date the State receives a proper invoice for the fee at the office designated in the applicable purchase order. A support fee will be due payable on the 30<sup>th</sup> day after the later of the date on which the applicable period of support begins or the date the State receives a proper invoice for the support fee at the office designated in the applicable purchase order. The State will not be obligated to acquire or renew support for any Programs unless the State first issues a purchase order for such. The State is exempt from all Ohio sales, use, excise, property, and similar taxes ("Taxes") provided valid exemption documentation is provided to the Contractor. To the extent any Taxes are imposed on the Contractor in connection with this Contract or the Programs and support, the Contractor must pay such Taxes, together with any interest and penalties not properly disputed with the appropriate taxing authority.

The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information and/or attachments:

- (i) Name and address of the Contractor as designated in this Contract.
- (ii) The Contractor's Federal tax identification number as designated in this Contract.
- (iii) The Contractor's invoice remittance address as designated in this Contract.
- (iv) The purchase order number authorizing the delivery of Programs or services.
- (v) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Programs and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an invoice does not meet this section's requirements, the State will send Contractor written notice with the improper invoice to the address designated for receipt of purchase orders within fifteen (15) calendar days after receipt of the invoice. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receive a proper invoice and have accepted the Contractor's Program(s).

**2. OBM Certification.** This Contract is subject to Code Section 126.07. All orders and Schedules under this Contract are void until the Director of the Office of Budget and Management for the State certifies ("OBM Certification") that there is a balance in the appropriation available to pay for the order. The OBM Certification on the State's purchase order is evidence that the funds for that purchase are fully appropriated and presently available.

**3. Currency.** The State will make all payments under this Contract by warrant (the State's equivalent to a check) in US Dollars, regardless of the location where the Support is provided or the Software is located.

**4. Disputed Amounts.** The parties will resolve any amounts disputed under this Contract expeditiously and in good faith by having the representatives of the parties who signed this Contract enter into informal discussions. Once resolved through the dispute resolution process, the amount must be paid within 30 days of the resolution. If the State disputes any amount under this Contract in good faith, the State may withhold its payment pending resolution notwithstanding anything to the contrary elsewhere in this Contract.

**5. Pricing.** Subject to the limitations in this section, the Contractor may modify its pricing for Software or Support at any time and without notice to the State. But no such change will apply to any Software or Support that the State orders or for which it receives an invoice before the effective date of the change. Nor will any price increase apply to any Software for which the State and the Contractor have entered in to a Price-hold Addendum; the pricing for such

Software will be fixed for the term of the price-hold. The State will not be obligated to pay more than the Contractor's then current, published License Fee for any such Software.

### **PART III: CONTRACT ADMINISTRATION**

**1. Term.** Once entered into, the term of this Contract will be from the date the duly authorized representative of the State signed it through June 30, 2009. Expiration of this Contract without renewal will not affect any licenses granted to the State before the expiration. It also will not affect the rights and the responsibilities of the parties with respect to such licenses.

**2. Schedules.** For all Software that the State licenses, the Contractor and the State will enter into a written Schedule or Schedule to this Contract, signed by duly authorized representatives of both parties. The Schedule will describe the Software, the license granted in the Software, and the date the license starts ("Start Date"). It also will identify the License Fee for the license granted, the number of physical copies of the media on which the Software is shipped, and the operating system or systems for which the Software is designed, if media is ordered. In addition, the Schedule will identify the Support Fee or the percentage of the License Fee used to calculate the Support Fee. All additional Software that the State seeks to license from the Contractor under this Contract, as well as all additional licenses that the State wishes to acquire in Software already licensed under this Contract, will be subject to the Contractor's prior, written approval in each such case. But the Contractor will consent for any Software that is covered by a Price-hold Addendum and for any Software that is or designed to operate in conjunction with Software already acquired by the State under this Contract, if the Software at issue is generally available to other customers and the State is not in material breach of this Contract.

**3. Confidentiality.** Each party may disclose to the other written material or oral or other forms of information that it treats as confidential ("Confidential Information"). Title to any Confidential Information one party delivers to the other will remain with the disclosing party or its licensors. Each party agrees to treat any Confidential Information it receives from the other party as secret, if it is so marked otherwise identified as such. Confidential information includes personally identifiable data residing on its computer systems of, about or from its employees, residents, users, and/or suppliers, for which the Contractor requires access in order to perform the relevant services.

Except as expressly required by the laws of the State of Ohio, each party agrees not to disclose any Confidential Information of the other to any third parties and to use such Confidential Information solely to meet its obligations or to exercise its rights under this Contract. The Contractor acknowledges that the State will post the terms and pricing set forth herein on its website.

The receiving party's obligation to maintain the secrecy of the Confidential Information will not apply where it:

- (a) Was already in the receiving party's possession before disclosure by the other party, and the receiving party obtained it without an obligation of confidence;
- (b) Is independently developed by the receiving party;
- (c) Is or becomes publicly available without breach of this Contract;
- (d) Is rightfully obtained by the receiving party from a third party without an obligation of confidence;
- (e) Is disclosed by the receiving party with the prior written consent of the other party; or
- (f) Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
  - (1) Notifies the other party of such order immediately upon receipt of the order; and
  - (2) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

**4. Escrow.** The Contractor shall ensure that it shall retain in escrow a copy of the source code necessary to support the supported Programs. The escrowed material shall be maintained under an agreement, which provides that if the Contractor ceases to be in the business of supporting the Programs licensed under this Contract, the escrow agent shall furnish the State with a copy of the escrowed material that has become unsupported. The State shall pay the escrow agent a nominal fee sufficient to cover the cost of reproduction and distribution of source materials, including reasonable administrative expenses thereto. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this Contract and shall be used solely to maintain the Programs.

**5. Insurance.** The Contractor shall take out and maintain the following minimum insurance at its expense for the duration of any Schedule under this Contract covering locations where the Contractor is to perform work on the State's premises:

- (a) Workers' Compensation - As required by the statute of states where services are being performed;
- (b) Employer's Liability - \$2,000,000 each occurrence;
- (c) Comprehensive General Liability Insurance - \$2,000,000 per occurrence/aggregate bodily injury and \$2,000,000 per occurrence/aggregate property damage; and
- (d) Automobile Liability Insurance - \$2,000,000 per occurrence, bodily injury and property damage combined.

Nothing in this Contract shall be deemed to preclude the Contractor from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage and limits are maintained. The Contractor agrees to provide the State with a certificate(s) of insurance evidencing such coverage within a reasonable time of the receipt of a written request for same."

**6. EXCUSABLE DELAY.** NEITHER PARTY WILL BE LIABLE FOR ANY DELAY IN ITS PERFORMANCE UNDER THIS CONTRACT THAT ARISES FROM CAUSES BEYOND ITS CONTROL AND WITHOUT ITS NEGLIGENCE OR FAULT. THE DELAYED PARTY MUST NOTIFY THE OTHER PROMPTLY OF ANY MATERIAL DELAY IN PERFORMANCE AND MUST SPECIFY IN WRITING THE PROPOSED REVISED PERFORMANCE DATE AS SOON AS PRACTICABLE AFTER NOTICE OF DELAY. FOR ANY SUCH EXCUSABLE DELAY, THE DATE OF PERFORMANCE OR DELIVERY WILL BE EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST BY REASON OF THE EXCUSABLE DELAY. THE DELAYED PARTY MUST ALSO DESCRIBE THE CAUSE OF THE DELAY AND WHAT STEPS IT IS TAKING OR WILL TAKE TO REMOVE THE CAUSE. THE DELAYED PARTY MAY NOT RELY ON A CLAIM OF EXCUSABLE DELAY TO AVOID LIABILITY FOR A DELAY IF THE PARTY HAS NOT TAKEN COMMERCIALY REASONABLE STEPS TO MITIGATE OR AVOID THE DELAY. IF SUCH EVENT CONTINUES FOR MORE THAN 90 DAYS, EITHER PARTY MAY CANCEL UNPERFORMED SERVICES UPON WRITTEN NOTICE. THIS SECTION DOES NOT EXCUSE EITHER PARTY'S OBLIGATION TO TAKE REASONABLE STEPS TO FOLLOW ITS NORMAL DISASTER RECOVERY PROCEDURES.

**7. Network Security.** The Contractor may not connect to the State's internal computer network without the prior, written consent of the State, which the State will reasonably provide if necessary or appropriate for the Contractor to provide Support. But as a condition of connecting to the State's computer network, the Contractor must secure its own connected systems in a manner consistent with the State's then-current security policies, which the State will provide to the Contractor. The State also may terminate the Contractor's network connections immediately should the State determine that the Contractor's security measures are not consistent with the State's policies or are otherwise inadequate given the nature of the connection or the data or systems to which the Contractor may have access. The Contractor will not be responsible for any failure to provide services or technical support due to the State's refusal to allow the Contractor to connect to the State's network or its termination of the Contractor's connection to the State's network.

#### **PART IV: WARRANTIES, LIABILITIES, AND REMEDIES**

**1. Warranties.** Contractor warrants that a Program licensed to the State will operate in all material respects as described in the applicable Program Documentation for one year after delivery (i.e., via physical shipment or electronic download). The State must notify Contractor of any Program warranty deficiency within one year after delivery. Contractor also warrants that services will be provided in a professional manner consistent with industry standards. The State must notify Contractor of any services warranty deficiencies within 90 days from performance of the defective services.

**2. Warranty Exclusions.** CONTRACTOR DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT CONTRACTOR WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**3. Remedies.** FOR ANY BREACH OF THE ABOVE WARRANTIES, THE STATE'S EXCLUSIVE REMEDY, AND CONTRACTOR'S ENTIRE LIABILITY, WILL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF THE CONTRACTOR CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, THE STATE MAY END ITS PROGRAM LICENSE AND RECOVER THE FEES PAID TO THE CONTRACTOR FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES THE STATE HAS PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF THE CONTRACTOR CANNOT SUBSTANTIALLY

**CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, THE STATE MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO THE CONTRACTOR FOR THE DEFICIENT SERVICES.**

**4. Indemnity.**

a. The Contractor agrees to indemnify the State against all claims arising from bodily injury and/or tangible personal property damage resulting from the negligent or intentionally wrongful actions or omissions of the Contractor, its employees, officers, directors, subcontractors, agents, or representatives in the performance of this Contract to the extent such actions or omissions were not caused by the State or any third party. As used above, the term "tangible personal property" shall not include software, documentation, data or data files.

b. **Infringement Indemnification.** If someone makes a claim against the State that any information, design, specification, instruction, software, data, Programs, Program, or material ("Material") furnished by the Contractor and used by the State infringes its intellectual property rights, the Contractor will indemnify the State against the claim.

If the Contractor believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the license for, and require return of, the applicable Material and refund any fees the State may have paid for it and any unused, prepaid technical support fees the State has paid for the license. The Contractor will not indemnify the State if the State alters the Material or use it outside the scope of use identified in the user Documentation or if the State uses a version of the Materials that has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material, which was provided to the State. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished to the State by or through the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by the Contractor. This section provides the State's exclusive remedy for any infringement claims or damages.

In order for the Contractor's indemnity obligations specified in this Part IV.4 to apply, the State must do the following:

- notify the Contractor promptly in writing, not later than 30 days after the State receives notice of the claim (or sooner if required by applicable law);
- give the Contractor sole control of the defense and any settlement negotiations, subject to the approval and consent of the Ohio Attorney General; and
- give the Contractor the information the State has, authority (subject to the approval and consent of the Ohio Attorney General), and assistance the Contractor reasonably needs to defend against or settle the claim.

**5. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EXCEPT AS SET FORTH IN THE FOLLOWING PARAGRAPH, A PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE LIMITED TO THE FEES PAID OR PAYABLE TO ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM THE STATE'S USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES THE STATE PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION AND ACKNOWLEDGE THAT WITHOUT THEIR AGREEMENT TO THE LIMITATION CONTAINED HEREIN, THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.**

The limitation stated in the second sentence above of this section shall not apply to (A) the Contractor's obligation to defend and indemnify under Part IV.4 of this Contract. The limitation stated in the second sentence of this section shall not apply to the State's failure to pay any fees due under this Contract or to violation of the Contractor's intellectual property rights.

**PART V: SOFTWARE SUPPORT**

1. For purposes of the Schedule, technical support consists of annual technical support services the State may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under the Contractor's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this Contract, are subject to change at the Contractor's discretion; however, the Contractor will not materially reduce the level of services provided for supported Programs during the period for



which fees for technical support have been paid. The Contractor's policies for the applicable services are available for the State's review prior to its entering into a Schedule. The State may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the Schedule, unless otherwise stated in the State's order. If the State's order was placed through the Oracle Store, the effective date is the date the State's order was accepted by the Contractor.

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

If the State decides to purchase technical support for any license within a license set, the State is required to purchase technical support at the same level for all licenses within that license set. The State may desupport a subset of licenses in a license set only if the State agrees 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. If you decide not to purchase technical support, you may not update any unsupported Program license with new versions of the Program.

A license set consists of (i) all of a customer's licenses of a program, (ii) licenses of a program which share the same source code (e.g., Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition; or Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition), (iii) licenses of a program which include an option specified on the price list (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), and (iv) licenses of a program which include a self-service module specified on the price list (e.g., Human Resources and Self-Service Human Resources). Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from a Schedule is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee. Notwithstanding the above paragraph, Oracle agrees that the State will have a 90-day grace period for the payment of its technical support fees before the requirement to pay a reinstatement fee becomes effective; provided however that the State renews technical support prior to the expiration of its technical support contract and pays Oracle for the fees due for period of the lapsed support at the expiration of the grace period.

The Contractor offers Premier Support for all of its software products. Premier Support is offered from the general availability of a program through at least Year 5 and provides updates, fixes and security alerts; tax, legal, and regulatory updates; upgrade scripts; technical support; major product and technology releases, access to its Customer Service Website, and certification with new third-party products/versions.

**2. Follow-on Software.** If the Contractor makes successor products available for its software product lines ("New Software") that includes substantially similar functionality and features as a Program for which the State has purchased a Program License ("Old Software"), the Contractor will provide Licensee with a migration path from the

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

If the Contractor does not provide to all of its supported customers a migration path from the Old Software to the New Software free of additional charge, then the Contractor will provide the State with the right to use only the functionality and features contained in the New Software that is substantially similar to the functionality and features contained in the Old Software. The State shall not have the right to use nor shall it use any additional functionality or features in such New Software. All use of New Software shall otherwise be subject to this Contract.

**3. Functionality Migration.** If the Contractor eliminates functionality material to the use or performance of any Software licensed under this Contract ("Original Software") and then includes the functionality in a new product ("New Software"), the Contractor must grant the State a license to use the migrated functionality of such New Software, but not to any other functionality in the New Software, if (i) the New Software is in production release and listed on the Contractor's global price list, (ii) the State is a subscriber to Support for the Original Software at the time the New Software is available and is entitled to receive subsequent releases of the Original Software, and (iii) the New Software is available for the same operating system or technical environment as the Original Software and (iv) such restricted license of the New Software is provided at no charge generally to other customers who are current subscribers to technical support. The license granted to the State for the New Software will be (i) pursuant to the terms and conditions of this Contract and the applicable Schedule governing the Original Software, (ii) subject to the use restrictions and other limitations for the Original Software in this Contract and applicable Schedule, (iii) granted without the payment of additional fees other than fees for Support which would otherwise be due for the Original Software.

## **PART VI: CONSTRUCTION**

**1. Entire document.** This Contract will apply to all software that the State acquires under a schedule which incorporates this Contract which is signed by the duly authorized representatives of the parties. Furthermore, this Contract, along with the schedules and addenda entered into under it and the information which is incorporated into this Contract by written reference (including reference to information contained in a URL or referenced policy), is the entire agreement between the parties with respect to its subject matter, and it supersedes any previous or contemporaneous statements or agreements, whether oral or written. It is expressly agreed that the terms of this Contract and any Schedule will supersede the terms in any purchase order or other ordering document.

**2. Additional Documents.** All terms and conditions contained in any document not signed by both parties, such as a purchase order, invoice, or a click-wrap license, are excluded from this Contract and will have no legal effect.

**3. Binding effect.** Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

**4. Amendments.** No amendment or modification of any provision of this Contract will be effective unless it is in writing and signed by both parties.

**5. Waiver.** The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver or a relinquishment of any such term. Either party may at any later time demand strict and complete performance by the other party of such a term.

**6. Severability.** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to applicable law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity or material injustice.

**7. Plain meaning.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

**8. Headings.** The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

**9. Notices.** For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate party first appearing above or set forth below, unless that party has notified the other party, in

accordance with the provisions of this section, of a new mailing address for notices. If the State has a dispute with the Contractor or if the State wishes to provide a notice under the Indemnification section of this Contract, the State will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.. All notices from the Contractor to the State will be sent to: State of Ohio, Office of Information Technology ("OIT"), IT Governance Division, 30 East Broad Street, Columbus, Ohio 43215.

**10. Continuing obligations.** To the extent necessary to carry out their purpose, the terms of this contract will survive the termination of this contract. Some such provisions that require survival to carry out their full intent include the indemnity, warranty, and limitation of liability provisions. Other examples include the confidentiality section, the escrow section, the payment of obligations, and the grant of software licenses. Additional provisions include the support obligations for existing licenses, and the pricing section with respect to related software licenses and caps on increases in support for existing licenses.

**11. Counterparts.** This contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **PART VII: LAW AND COURTS**

**1. Compliance with law.** The parties will comply with all applicable federal, state, and local laws in all endeavors under this contract.

**2. Export Restrictions.** The State may not directly or indirectly export or transmit the Software or Documentation to any country in violation of any applicable US regulation, order, or statute.

**3. UCITA.** The Uniform Computer Information Transactions Act ("UCITA") will not apply to this Contract. To the extent that UCITA, or any version of it that is adopted by any jurisdiction in any form, is applicable, the parties agree to opt out of it pursuant to the opt-out provisions contained therein. Likewise, the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Contract.

**4. Injunctive relief.** Nothing in this Contract is intended to limit either party's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

**5. Governing law.** The laws of Ohio will govern this Contract, excluding its laws dealing with conflict of law.

**6. Action Limitation.** Except for breach of the Contractor's proprietary rights, no action, regardless of form, arising out of or relating to this Contract may be brought by either party more than two years after the cause of action has accrued.

## **PART VIII: MISCELLANEOUS**

**1. Conflict of Interest.** No Contractor Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Further, the Contractor will not knowingly permit any Ohio public official or public employee who has any responsibilities related to this Contract to acquire any interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that the person's participation in any such action would not be contrary to the public interest.

**2. Assignment.** The State may not assign this Contract or give or transfer the Programs and/or any services or an interest in them to another individual or entity, except as expressly permitted under this Contract, without the prior, written consent of the Contractor. If the State grants a security interest in the Programs and/or any services deliverables, the secured party has no right to use or transfer the Programs and/or any services deliverables. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of the Contractor, the Contractor may not assign this without the State's prior written consent. Any such assignment, unless otherwise agreed in writing, is contingent on the assignee assuming all the assignor's rights and obligations under this Contract.

**3. Independent Status.** Each party is an independent contractor. Neither party will have any authority to bind the other unless expressly agreed in writing. Nothing in this Contract may be construed to create a partnership, agency, or employer-employee relationship between the Contractor and the State, and in no event will the Contractor and the State be deemed joint employers.

**4. Employees.** All Contractor Personnel are employees or contractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of the subject matter of this Contract or work performed under this Contract. The Contractor must pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law, rule, or regulation and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel.

**5. Publicity.** The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the State's prior, written consent.

**6. Cancellation / Termination.** If either party breaches a material term of this Contract and fails to correct the breach within 30 days of written notice of the breach, then the breaching party is in default and the non-breaching party may terminate this Contract. If the Contractor ends this Contract as specified in the preceding sentence, the State must pay within 30 days all amounts which have accrued prior to the end of this Contract, as well as all sums remaining unpaid for Programs and support delivered under this Contract. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. The State agrees that if the State is in default under this Contract, the State may not use those Programs and/or services ordered. On expiration or termination of this Contract for any reason other than the State's default or termination under Part IV.4, the State retains its right to use the license Programs in accordance with the terms of this Contract.

This Contract will remain in effect until the end of the current biennium. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which this Contract remains in place. All perpetual licenses acquired before termination will continue under the terms and conditions of this Contract, along with both parties' rights and obligations with respect to such licenses.

Notwithstanding the above paragraph, the State represents that its funds are contingent on the availability of lawful appropriations by the Ohio General Assembly or other funding source. If the Ohio General Assembly or other funding source fails to continue funding for the payments due under an order referencing this Contract, the State will notify the Contractor in writing and the State will have no further obligation to make any payments; provided however, that (a) the State agrees to pay for all Programs received and for all services performed by the Contractor prior to the Contractor's receipt of the State's notice and (b) the State's issuance of a purchase order to Oracle is its representation to the Contractor that funds for that purchase have been fully appropriated and are presently available.

With respect to the rights of cancellation / termination set forth above, (a) only the State Entity signing this agreement may exercise these rights as to the Contract and/or any orders it places and (b) all other State Entities may exercise rights of termination only with respect to their individual orders.

**7. EEO.** The Contractor must comply with all Ohio laws, rules, and Executive Orders of the Governor of Ohio regarding equal employment opportunity, including Ohio Revised Code Section 125.111.

**8. Drug Free Workplace.** The Contractor must comply with all applicable Ohio laws regarding maintaining a drug-free workplace. The Contractor will make a good faith effort to ensure that all its employees, while working on the State's property, do not possess and will not be under influence of illegal drugs or alcohol or abuse prescription drugs.

**9. Ohio Ethics & Election Law.** The Contractor certifies that it is currently in compliance and will continue to adhere to the applicable requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on this Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) or (J)(1) of Ohio Revised Code Section 3517.13, as applicable.



**10. Travel Expenses.** Any travel or living expenses required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior, written approval. All additional travel and living expenses that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with the Office of Budget and Management's Travel Rules in Section 126-1.02 of the Ohio Administrative Code.

**11. Order of Priority.** If there is any inconsistency or conflict between this Contract, the Schedule, and any provision of anything incorporated by reference, including Exhibit A, which the Contractor may update from time to time, this Contract or the applicable Schedule(s) will prevail.

**12. Record Keeping.** The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located.

**13. Audits.** During the term of this Contract and for three years after the payment of any fee to the Contractor under this Contract, on reasonable written notice and during customary business hours, the State may audit the Contractor's financial records and materials that relate to this payments made under this Contract. This audit right will also apply to the State's duly authorized representatives and any person or organization providing the State with financial support related to this Contract, if the State has satisfactory confidentiality agreements in place to protect the Contractor's financial records and materials from unauthorized disclosure.

Upon 45 days written notice, Contractor may audit the State's use of the Software. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with the State's normal business operations. The State agrees to pay within 30 days of written notification any fees applicable to its use of the Software in excess of its license rights. If the State does not pay, Contractor can end the State's technical support, licenses and/or this Contract. The State agrees that Contractor shall not be responsible for any of the State's costs incurred in cooperating with the audit.

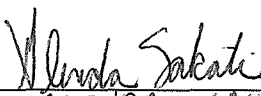
**14. Ohio Revised Code Section 9.24.** Contractor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If this warranty was false on the date the parties signed this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.


**15. Declaration Regarding Terrorism.** Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations ("Declaration") in its entirety to enter into this Contract and to renew it. If the State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor's failure to submit an acceptable Declaration in such a situation will entitle the State to terminate this Contract for cause. In the event of a termination for cause under this Agreement, the State may seek appropriate judicial remedies.

**16. Technical Support Policies.** The current version of the Contractor's Technical Support policies is attached as Exhibit A and incorporated herein. The Contractor may update these policies from time to time provided they apply equally to all of the Contractor's customers of its Technical Support.

**TO SHOW THEIR AGREEMENT,** the parties have executed this Contract as of the dates appearing below.

ORACLE USA, INC.:

By:   
Name: GLEND A SAKATI  
Title: Manager, Public Sector Contracts  
Date: May 23, 2008

FOR STATE OF OHIO  
OFFICE OF INFORMATION TECHNOLOGY  
INVESTMENT AND GOVERNANCE DIVISION  
By:   
Name: R. Steve Edmonson  
Title: Director, Office of Information Technology  
State Chief Information Officer  
Date: 5-28-08

## EXHIBIT A TO THE SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT

### Technical Support Policies

Effective Date: 01-FEBRUARY-2008

#### OVERVIEW

Unless otherwise stated, these Technical Support Policies apply to technical support for all Oracle product lines. These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", and in former Agile agreements as the "product support policy".

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels section below, all programs must be properly licensed.

Technical support is provided for issues (including problems created by you) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on an appropriate hardware, database and operating system configuration, as specified in your order or program documentation. Product release and supported platforms information for all Oracle programs other than Cimmetry AutoVue and Vuelink programs ("Cimmetry programs"), Netsure programs and Bridgestream programs is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Cimmetry programs is available in the AutoVue Administration Guide that is included with the Cimmetry program documentation. Product release and supported platforms information for Netsure programs will be provided to you in writing. Product release and supported platforms information for Bridgestream programs is available on <http://www.bridgestream.com/>.

Oracle will provide technical support in accordance with Oracle's privacy policy available at <http://www.oracle.com/html/privacy.html>.

*These Technical Support Policies are subject to change at Oracle's discretion, however the services provided will not be materially reduced during the support period (defined below).*

To view changes that have been made, please refer to the attached Statement of Changes (PDF).

#### SUPPORT TERMS

##### Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address as designated by you. Failure to submit payment will result in the termination of support.

##### Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the

related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period unless your technical support contract is renewed on or before the service expiration date.

### **License Set**

A license set consists of (i) all of your licenses of a program, including any options\* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager\* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module\* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, or (ii) all of your licenses of a program which share the same source code\*\*. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

\*As specified on Oracle's price list.

\*\*Programs which share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition, and
- Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition).

### **Matching Service Levels**

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support or unsupported). You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

### **Reinstatement of Oracle Technical Support**

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

### **Pricing following Reduction of Licenses or Support Level**

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be

reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

### **Custom Application Bundles**

Technical support may not be discontinued for a single program module within a custom application bundle.

### **Unsupported Programs**

Customers with unsupported programs do not receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for the unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

### **Technical Contacts**

Your technical contacts are the sole liaisons between you and OSS for technical support of programs. It is the recommended standard that your technical contacts are trained representatives of your company. Such training shall include initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts should be knowledgeable about the Oracle programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Software Update License & Support, you may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

### **Program Updates**

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available, and Oracle is under no obligation to develop any future programs or functionality.

Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.



## Payment Plan, Financing and Leasing Agreements

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

## Lifetime Support

Lifetime Support consists of the following service levels:

- "Premier Support" which refers to the first 5 years of basic technical support services (also referred to as, and will be documented on your ordering document as, "Software Update License & Support")
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available, except as noted below.

Based on availability, support may be extended for an additional three years with Extended Support for specific releases.

Alternatively, support may be extended with Sustaining Support which will be available for as long as you maintain technical support for your Oracle licenses.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Applications & Server Technologies](#)" (PDF) for specific server technology and application programs that are, or will be, covered by the Lifetime Support policy.

### Notes:

1. Active Reasoning, ContextMedia, Interlace Systems, LogicalApps, Notiva, and Sigma Dynamics, and other programs and releases that have already had desupport dates posted on [OracleMetaLink](#) are excluded from the Lifetime Support policy.
2. For PeopleSoft Enterprise programs that have been retired under the previous 4-year support policy, Sustaining Support will be available for as long as you maintain technical support for these programs.
3. Tax updates and regulatory changes\* will be made available for up to six (6) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs. Upgrade scripts, new software patches, and fixes to the latest release will be made available for five (5) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs.

\*Tax updates and regulatory changes refers to those updates that address tax and/or regulatory changes which are generally made available to similarly situated licensees of PeopleSoft software, on a when and if available basis only.

4. Oracle's PeopleTools program, which was purchased in conjunction with an application program release, will be supported for as long as such application program release is supported. PeopleTools fixes are delivered in minor releases and patches; patches are provided on the current minor release only. Patches and platform certifications for a

PeopleTools minor release are created when that release becomes generally available and will be supported for twelve (12) months after the next minor release becomes generally available.

To receive technical support, you may be required to apply a minor release upgrade of PeopleTools to remain current with versions of third party technologies and products as supported by the provider of the third party product.

5. For certain Oracle Retail application program releases\* prior to release 11, limited Premier Support will be available for seven years from when that release became generally available. For Oracle Retail applications for which Premier Support is not available, Sustaining Support will be available for as long as you maintain technical support for these programs.

\*formerly Retek, ProfitLogic, and 360 Commerce

6. For supported customers, the Extended Support fee for Oracle9i Database Release 9.2 has been waived for the period August 1, 2007 to July 31, 2008. During this period, you will receive access to generally available fixes and critical patch updates ("CPUs") for such supported Oracle9i Database Release 9.2 programs, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). Effective August 1, 2007, fixes and CPUs will be created against Oracle Database version 9.2.0.8 only.
7. For Oracle's Cimmetry programs, Oracle generally will make Premier Support available for 2 years following general availability of a release, after which Sustaining Support will be available for as long as you maintain technical support for your Oracle licenses. Premier Support for Cimmetry programs will be documented on your ordering document as Software Update License & Support or Cimmetry Maintenance.
8. For supported customers whose Oracle application programs are only certified on Oracle9i Database Release 9.2 and the release for such application programs is currently supported under Premier Support or Extended Support, the Extended Support fee for Oracle9i Database Release 9.2 has been waived for the period August 1, 2008 to July 31, 2010. During this period, you will receive access to generally available fixes and critical patch updates ("CPUs") for such supported application programs running on the Oracle9i Database Release 9.2, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). A list of applications that are certified on Oracle9i Database Release 9.2 is available at <http://www.oracle.com/support/collateral/tsp-certified-applications.pdf>.

### Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves the right to desupport certain program releases. Program releases that are designated as subject to Premier Support under Oracle's Lifetime Support policy are excluded. If Agile, Cimmetry, Netsure, Bridgestream, or LogicalApps programs are desupported, you will be notified of such desupport directly by OSS. For all other Oracle programs, desupport information, including desupport dates, information about availability of Extended Support and Sustaining Support, and information about migration paths for certain features, is posted on OracleMetaLink, Customer Connection, and e-Support. Desupport information is subject to change. For Agile, Cimmetry, Netsure, Bridgestream and LogicalApps programs, updated desupport information will be provided to you in writing. For all other Oracle programs, Oracle will provide updated desupport information on OracleMetaLink, Customer Connection, and e-Support as necessary.

### First and Second Line Support

It is the recommended standard that you establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you shall contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support. Oracle does not ensure its performance of the technical support described herein if such access is not provided by you when requested by Oracle.

Second Line Support shall include but not be limited to (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects the functions described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

### **Third Party Vendor-Specific Support Terms**

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified application, hardware platform, framework, database and/or operating system configuration to continue receiving technical support services from Oracle.

### **PeopleSoft and JD Edwards Release Information**

Release information for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs is available in the attached table titled, "Release Types for PeopleSoft Enterprise and JD Edwards EnterpriseOne Applications" (PDF).

### **Hyperion-Specific and Agile-Specific Support Terms**

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

#### Warranties, Disclaimers, and Exclusive Remedies

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

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

**TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS,**

**INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Limitation of Liability

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.**

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

**ORACLE TECHNICAL SUPPORT LEVELS**

**Software Update License & Support**

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support is the standard level for all Oracle support services and consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal, and regulatory updates
- Upgrade scripts
- Certification with most new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to OracleMetaLink, Customer Connection, or e-Support\* (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours



\* For PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs, web-based support is provided through Customer Connection. For Hyperion programs, web-based support is provided through e-Support. For all other Oracle programs, web-based support is provided through Oracle*MetaLink*.

Due to the unique constraints of the early releases of former Retek, ProfitLogic, and 360 Commerce retail applications, limited Software Update License & Support will be available for certain releases prior to release 11. The limited Software Update License & Support will consist of:

- Program updates and fixes
- Major product and technology releases
- Assistance with service requests 24 hours per day, 7 days per week
- Access to Oracle*MetaLink* (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Please review the Oracle Retail chart included in the "Lifetime Support Policy: Coverage for Applications & Server Technologies" (PDF) document for coverage information on your specific release.

Limited Software Update License & Support will be available for Cimmetry programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Eastern Time of the North America region
- Ability to log service requests online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm>
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Agile programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Pacific Time of the North America region
- Access to Customer Portal (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Netsure programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates

- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. GMT
- Ability to log service requests via e-mail ([support@Netsure.com](mailto:support@Netsure.com)) or telephone (353.1.80.31920)
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Bridgestream programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 7:00 A.M. to 7:00 P.M. Pacific Time of the North America region
- Ability to log service requests via e-mail ([support@Bridgestream.com](mailto:support@Bridgestream.com)) or telephone
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for LogicalApps programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 7:00 A.M. to 5:00 P.M. Pacific Time of the North America region
- Access to Customer Center Portal (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during local business hours

### **Enterprise Linux Support Services**

Effective October 25, 2006, Oracle will offer Enterprise Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

### **Oracle VM Support Services**

Effective November 14, 2007, Oracle will offer Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

### **Priority Service**

Priority Service is available for program releases eligible to receive Premier, Extended, or Sustaining Support. Priority Service consists of:

- Prioritization of Service Requests: Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- Service Request Response Guidelines: Reasonable efforts will be made to respond to service requests per the following guidelines:
  - 90% of Severity 1 service requests submitted by you will be responded to within 1 hour (available 24x7)

- 90% of Severity 2 service requests submitted by you will be responded to within 2.5 local business hours
- 90% of Severity 3 service requests submitted by you will be responded to within the next local business day
- 90% of Severity 4 service requests submitted by you will be responded to within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- Designated Oracle service manager who is responsible for assisting in the management of service requests, and providing service reviews
- Priority response from Oracle's Product Development team for product bugs initiated for the resolution of service requests
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service customers
- Access to monthly web conference sessions featuring Oracle executives and/or Oracle product technology experts
- Quarterly live chats with senior Oracle product technology experts and/or management, available exclusively to Priority Service customers

In order to acquire Priority Service for a license set, you must acquire Software Update License & Support for that license set. If you have maintained Software Update License & Support and want to purchase Priority Service for a license set, the licenses do not need to be migrated to current license metrics to do so.

Priority Service is not subject to the Reinstatement policies stated above. Priority Service is not available for all programs. Please contact your Support Sales Representative for service availability.

### **Incident Server Support Package**

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests, and is available for as long as Premier Support is available for your Oracle licenses. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time of reinstatement. Incident Server Support is available for the following limited product sets, across all platforms:

- Oracle Database Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, Real Application Clusters
- Oracle Application Server Support Package: Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

Incident Server Support Packages are valid for one year from the date of purchase. Any unused service request(s) expire at the end of such term. Access to *OracleMetaLink* expires at the same time the final service request is resolved. Your service request total will not be decreased by the number of service requests initiated for the resolution of a product bug. Incident Server Support includes:

- Access to *OracleMetaLink* (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

## **JDeveloper Support**

JDeveloper Support is made available for Oracle JDeveloper that has been downloaded from the Oracle Technology Network after June 28, 2005. JDeveloper Support consists of:

- Assistance with service requests 24 hours per day, 7 days a week
- Access to Oracle*MetaLink* (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours (e.g., assistance with support identification numbers, assistance with logging into Oracle*MetaLink*)

## **Service Request Packages**

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your OPN Interaction Center (<http://partner.oracle.com/>) for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

## **Extended Support**

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program.

Program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to Oracle*MetaLink*, Customer Connection, e-Support, Customer Portal, or Customer Center Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

## **Sustaining Support**

Sustaining Support will be available after Premier Support expires. Program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during the Premier Support period, and created during the Extended Support period for those customers who purchased Extended Support.
- Tax, legal, and regulatory updates created during the Premier Support period
- Upgrade scripts created during the Premier Support period



- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to Oracle*MetaLink*, Customer Connection, e-Support, Customer Portal, or Customer Center Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited.

### **North American Payroll Tax Updates**

North American Payroll Tax Updates is available for programs eligible to receive Sustaining Support. Customers who acquire North American Payroll Tax Updates will receive a tax year of tax updates for Oracle payroll applications.

In order to acquire North American Payroll Tax Updates, your licensed programs must be currently supported with Software Update License & Support. If you have maintained Software Update License & Support and want to acquire North American Payroll Tax Updates, the licenses do not need to be migrated to current license metrics to do so.

North American Payroll Tax Updates will be delivered through Customer Connection (for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs), or through Oracle*MetaLink* (for all other Oracle programs).

When offered, North American Payroll Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for the applicable Oracle program release. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. North American Payroll Tax Updates is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

### **Cimmetry Maintenance**

Cimmetry Maintenance consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Eastern Time of the North America region
- Ability to log service requests online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm>
- Non-technical customer service during local business hours

## **PREVIOUS TECHNICAL SUPPORT OFFERINGS**

A list of technical support offerings that were previously offered by Oracle, or a company acquired by Oracle, is available at <http://www.oracle.com/support/collateral/tsp-previous-offerings.pdf>. The information contained within this list consists of a description of the service offering, date when new sales of the services was eliminated, and renewal options.

## **WEB-BASED CUSTOMER SUPPORT SYSTEMS**

The following policy for Web-Based Customer Support Systems applies to all Oracle product lines except PeopleSoft Enterprise, JD Edwards EnterpriseOne, JD Edwards World, Cimmety, Hyperion, Agile, Netsure, Bridgestream and LogicalApps:

OracleMetaLink is one of Oracle's five customer support web sites. Access to OracleMetaLink is governed by the Terms of Use posted on the OracleMetaLink web site, which are subject to change. A copy of these terms is available upon request. Access to OracleMetaLink is limited to your designated technical contacts. Access to OracleMetaLink is included with Software Update License & Support, Priority Service, Incident Server Support, JDeveloper Support, Extended Support, and Sustaining Support. For customers with a current Software Updates service contract, limited access to OracleMetaLink is included for patches and bug fix information.

The following policy for Web-Based Customer Support Systems applies to PeopleSoft Enterprise, JD Edwards EnterpriseOne, and JD Edwards World programs only:

Customer Connection is Oracle's second customer support web site. Access to Customer Connection is governed by the Terms of Use (PDF) posted on the Customer Connection web site, which are subject to change. A copy of these terms is available upon request. Access to Customer Connection is included with Software Update License & Support, Extended Support, Sustaining Support, and PeopleSoft World Support Service and is limited to your designated technical contacts.

The following policy for e-Support applies to Hyperion programs only:

e-Support is Oracle's third customer support web site. Access to e-Support is governed by the Terms of Use posted on the e-Support web site at <http://esupport.hyperion.com/>, which are subject to change. A copy of these terms is available upon request. Access to e-Support is limited to your designated technical contacts. Access to e-Support is included with Software Update License & Support.

The following policy for Customer Portal applies to Agile programs only:

Customer Portal is Oracle's fourth customer support web site. Access to Customer Portal is governed by the Terms of Use posted on the Customer Portal web site at <http://support.agilesoft.com>, which are subject to change. A copy of these terms is available upon request. Access to Customer Portal is limited to your designated technical contacts. Access to Customer Portal is included with Software Update License & Support.

The following policy for Customer Center Portal applies to LogicalApps programs only:

Customer Center Portal is Oracle's fifth customer support web site. Access to Customer Center Portal is governed by the Terms of Use posted on the Customer Center Portal web site at <http://support.logicalapps.com>, which are subject to change. A copy of these terms is available upon request. Access to Customer Center Portal is limited to your designated technical contacts. Access to Customer Center Portal is included with Software Update License & Support.

## **ORACLE COLLABORATIVE SUPPORT**

Oracle may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Oracle, with your consent, to access your computer system) to aid in the resolution of service requests. Such tools may be used only in connection with supported program licenses, and use of the tools will be subject to any additional license and other terms provided with the tools.

## **SEVERITY DEFINITIONS**

Service requests for supported Cimmetry programs may be submitted by you either online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm> or by telephone by dialing +1 514-735-9941. Service requests for all other supported Oracle programs may be submitted by you either online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

### **Severity 1**

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

For all supported Oracle programs other than Agile, Cimmetry, Netsure and Bridgestream programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For Agile programs, reasonable efforts will be made to respond to Severity 1 service requests within four (4) hours during local business hours, excluding holidays; local business hours are Monday through Friday 9:00 A.M. to 5:00 P.M. Pacific Time of the North America region. For Netsure programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 9:00 A.M. to 5:00 P.M. GMT. For Bridgestream programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 7:00 A.M. to 7:00 P.M. Pacific Time of the North America region.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs other than Agile, Cimmetry, Netsure and Bridgestream programs: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

### **Severity 2**

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

### **Severity 3**

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

### **Severity 4**

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You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

#### **CONTACT INFORMATION**

Phone numbers and contact information can be found on Oracle's support web site at <http://www.oracle.com/support/contact.html>.



**SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT**  
**MASTER CONTRACT FOR SOFTWARE LICENSING (MLA NUMBER MLA0024)**

**THIS CONTRACT** (the "Contract") is between the State of Ohio (the "State"), through the Office of Information Technology ("OIT"), Investment and Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215, and Oracle USA, Inc. (the "Contractor"), with offices at 500 Oracle Parkway, Redwood Shores, CA 94065, and whose Federal Tax ID Number is 84-1332677.

**a. Background.** The State and the Contractor have entered into this Contract to provide the terms and conditions under which the Contractor will grant one or more perpetual, nonexclusive licenses to the State to use certain software that the Contractor publishes or markets. Any such licenses will be described in one or more schedules to this Contract ("Schedules") and will include a license to use the Software's user and technical documentation. Additionally, this Contract governs the Contractor's obligation to provide the State with assistance troubleshooting the Software and with updates, corrections, enhancements, and new releases, if and when available, of the Software, as set forth herein ("Technical Support").

**b. Definitions.** The term "Ancillary Programs" refers to third party materials specified in the Program Documentation which may only be used for the purposes of installing or operating the Programs with which the Ancillary Programs are delivered. The term "Program Documentation" refers to the Program user manual and Program installation manuals. The term "Programs" or "Software" refers to the software products owned or distributed by the Contractor which the State has ordered, Program Documentation, and any Program updates acquired through Technical Support. The term "Services" or "Technical Support" refers to technical support which the State has ordered. The term "State Entities" are defined as legal entities of the State of Ohio government, including agencies, departments, divisions, and other similar departments, which exist to conduct the business of the State, as well as those legal entities for which it has assumed the obligation to manage, so long as those management obligations are not for the sole or primary purpose of the entity's gaining access to the Programs.

**c. Applicability of Agreement.** This Contract is valid for the Schedule(s) which incorporates it by reference.

**d. Authorized Contract Users:** State Entities may also order Programs and technical support from the Contractor in accordance with the terms and conditions of this Contract, solely for the use of their individual entity. By placing an order under this Contract, each State Entity agrees to be bound by the terms and conditions of the applicable Schedule and this Contract and, for the purposes of such order, "State" as used in this Contract shall be deemed to refer to such State Entity, unless indicated otherwise herein. Each State Entity shall be responsible for its breach(es) of such terms and conditions.

## **PART I: LICENSE AND USE**

**1. Grant of License.** Upon the signing of a Schedule by both parties and the issuance of an OBM-certified purchase order by the State, the State has the limited right to use the programs and receive any support it orders solely for the exercise of its government functions and subject to the terms of this Contract, including the definitions and rules set forth in this Contract and the Program Documentation. The State may access the Program Documentation at <http://oracle.com/contracts>. The State may, at no additional fee, also:

- permit use by Ohio residents, its suppliers, other people and entities to which it provides governmental services, and other Ohio governmental entities of Programs that are specifically designed to allow such persons or entities to interact with the State in the furtherance of its exercise of its government functions.
- allow the State's agents and contractors (including, without limitation, its outsourcers) to use the Programs solely to support the exercise of its government functions and subject to the terms of this Contract, provided that the State is responsible for obligating them to comply with the terms of this Contract.
- engage one or more third parties to manage the Programs and the system or systems on which the Programs are operated or engage one or more third parties as outsourcers to manage the Programs on its systems at its locations within the United States in a facilities management or similar arrangement, provided that any such third party agrees in writing to honor the terms of this Contract and to use the Programs solely for the State's benefit and according to the terms of this Contract.

Any services provided under this Contract may be related to the State's license to use Programs which the State acquires under a separate order. The Contract referenced in that order will govern the State's use of such Programs. Any services acquired from the Contractor are separate from such Program licenses, and the State may acquire either services or such Program licenses without acquiring the other.

The State agrees that it has not relied on the future availability of any specific new features for any Software acquired under this Contract or the release and/or updates of other programs in entering into the payment obligations in any Schedule; however, (a) if the State orders Software Update License & Support ("SULS") for Programs, the preceding sentence does not relieve the Contractor of its obligation to provide updates under the applicable Schedule, if-and-when available, in accordance with the applicable Contractor technical support policies, and (b) the preceding sentence does not change the rights granted to the State for any Programs licensed under a Schedule, per the terms of its Schedule and this Contract.

The Contractor may deliver source code (for certain extract batch scripts, algorithms/plugin-ins, and JavaScript templates, collectively "source code") as part of its standard delivery for certain Programs; all source code delivered by the Contractor is subject to the terms of the Contract, the applicable Schedule and Program Documentation.

**2. License Restrictions.** The State may not assign, transfer, or redistribute the Software to any party in whole or in part, except as expressly provided by this Contract or the applicable Schedule. It also may not rent, time share, or operate a service bureau with respect to the Software. And the State may not charge a fee to any third party for access to or use of the Software, unless this Contract or the applicable Schedule permits such.

The Contractor retains all ownership and intellectual property rights to the Oracle Programs. Third party technology that may be appropriate or necessary for use with some Oracle Programs is specified in the Program Documentation. Such third party technology is licensed under the terms of the third party technology license agreement specified in the Program Documentation and not under the terms of this Contract.

The State may not:

- remove or modify any Program markings or any notice of the Contractor's proprietary rights;
- make the Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted under this Agreement);
- reverse engineer (unless required by law for interoperability), disassemble or decompile the Programs; or
- disclose results of any Program benchmark tests without the Contractor's prior written consent.

**3. Permitted Transfers.** The State may transfer a Program from one computer to another computer within the United States subject to such Program's license metric and the terms of this Contract and all applicable Schedules, provided that (a) the State's use of such Program shall not exceed the quantity and license metric that it is licensed for under this Contract and the applicable Schedule, and (b) there is no change in operating system. If a State Entity is mandated by its governing body to convey any of its specific functions to another governmental entity, the Program licenses used to support the conveyed functions may be transferred at no charge, after written notice to the Contractor. If a State Entity merges with another State Entity, previously acquired Program licenses may be used by the merged entity pursuant to the terms of this Contract. Nothing in this section shall be deemed to relieve the State Entity or the transferee entity of the obligation to use a Program in accordance with the terms and conditions of this Contract and all applicable Schedules placed hereunder, including, without limitation, limiting usage of a Program to the quantity and license type for which such Program is licensed.

**4. Object Reassignment.** Any Software licensed by the number of items that it may be used on, by, or in conjunction with, such as nodes, computers, users, or sites ("Objects"), may be reassigned to other, similar Objects within the State Entity originally purchasing the license(s) at any time and without any additional fee or charge. For example, a computer-specific license may be transferred to another computer, a site license may be transferred to another site, and a named user license may be assigned to another user within the State Entity originally purchasing the license(s). But any such reassignment must be in conjunction with termination of use by or with the previous Object, if such termination is required to keep the total number of licensed Objects within the scope of the applicable license. Should the State Entity require a special code, a unique key, or similar device to reassign the Software as contemplated by this section, the Contractor will provide such a code, key, or similar device to the State Entity at any time and without a fee or charge, regardless of whether such Software is then under Support. A later section in this Contract governs assignment of the State's license in any Software to a successor in interest.

**5. Copies.** The State may make a sufficient number of copies of each Program for its licensed use and one copy of each Program media, unless otherwise stated in the Schedule.

**6. Hazardous Environments.** The State recognizes that some Software may not be designed or intended for use as or with online control equipment or systems in hazardous environments requiring fail-safe performance. This includes equipment or systems such as those used in the operation of nuclear facilities, aircraft navigation, air traffic control, direct life support machines, and munitions. It also includes any other equipment or systems in which the State

reasonably can foresee that failure of the Software could lead to death, personal injury, or severe physical or environmental damage. For any Software designated as not intended for hazardous environments in the applicable Schedule, the State may not use or permit the use of the Software in conjunction with any such equipment or systems.

**7. Upgrades, Updates, and Corrections.** All portions of the Software, including any corrections, patches, service packs, updates, upgrades, and new versions and releases that may become available are the property of Contractor, are part of the Software, and are governed by the State's license in the Software. In no event will the Software or any modification of it be deemed a work made for hire, even if the Contractor has made the modification expressly for the State, unless the parties agree otherwise in writing.

## **PART II: FEES AND PAYMENT**

1. The State will pay to the Contractor the fees for licensing the Programs as well as all applicable fees for support. The license fee for each license is due and payable on the 30<sup>th</sup> day after the later of the date on which the applicable license starts or the date the State receives a proper invoice for the fee at the office designated in the applicable purchase order. A support fee will be due payable on the 30<sup>th</sup> day after the later of the date on which the applicable period of support begins or the date the State receives a proper invoice for the support fee at the office designated in the applicable purchase order. The State will not be obligated to acquire or renew support for any Programs unless the State first issues a purchase order for such. The State is exempt from all Ohio sales, use, excise, property, and similar taxes ("Taxes") provided valid exemption documentation is provided to the Contractor. To the extent any Taxes are imposed on the Contractor in connection with this Contract or the Programs and support, the Contractor must pay such Taxes, together with any interest and penalties not properly disputed with the appropriate taxing authority.

The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information and/or attachments:

- (i) Name and address of the Contractor as designated in this Contract.
- (ii) The Contractor's Federal tax identification number as designated in this Contract.
- (iii) The Contractor's invoice remittance address as designated in this Contract.
- (iv) The purchase order number authorizing the delivery of Programs or services.
- (v) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Programs and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an invoice does not meet this section's requirements, the State will send Contractor written notice with the improper invoice to the address designated for receipt of purchase orders within fifteen (15) calendar days after receipt of the invoice. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receive a proper invoice and have accepted the Contractor's Program(s).

**2. OBM Certification.** This Contract is subject to Code Section 126.07. All orders and Schedules under this Contract are void until the Director of the Office of Budget and Management for the State certifies ("OBM Certification") that there is a balance in the appropriation available to pay for the order. The OBM Certification on the State's purchase order is evidence that the funds for that purchase are fully appropriated and presently available.

**3. Currency.** The State will make all payments under this Contract by warrant (the State's equivalent to a check) in US Dollars, regardless of the location where the Support is provided or the Software is located.

**4. Disputed Amounts.** The parties will resolve any amounts disputed under this Contract expeditiously and in good faith by having the representatives of the parties who signed this Contract enter into informal discussions. Once resolved through the dispute resolution process, the amount must be paid within 30 days of the resolution. If the State disputes any amount under this Contract in good faith, the State may withhold its payment pending resolution notwithstanding anything to the contrary elsewhere in this Contract.

**5. Pricing.** Subject to the limitations in this section, the Contractor may modify its pricing for Software or Support at any time and without notice to the State. But no such change will apply to any Software or Support that the State orders or for which it receives an invoice before the effective date of the change. Nor will any price increase apply to any Software for which the State and the Contractor have entered in to a Price-hold Addendum; the pricing for such

Software will be fixed for the term of the price-hold. The State will not be obligated to pay more than the Contractor's then current, published License Fee for any such Software.

### **PART III: CONTRACT ADMINISTRATION**

**1. Term.** Once entered into, the term of this Contract will be from the date the duly authorized representative of the State signed it through June 30, 2009. Expiration of this Contract without renewal will not affect any licenses granted to the State before the expiration. It also will not affect the rights and the responsibilities of the parties with respect to such licenses.

**2. Schedules.** For all Software that the State licenses, the Contractor and the State will enter into a written Schedule or Schedule to this Contract, signed by duly authorized representatives of both parties. The Schedule will describe the Software, the license granted in the Software, and the date the license starts ("Start Date"). It also will identify the License Fee for the license granted, the number of physical copies of the media on which the Software is shipped, and the operating system or systems for which the Software is designed, if media is ordered. In addition, the Schedule will identify the Support Fee or the percentage of the License Fee used to calculate the Support Fee. All additional Software that the State seeks to license from the Contractor under this Contract, as well as all additional licenses that the State wishes to acquire in Software already licensed under this Contract, will be subject to the Contractor's prior, written approval in each such case. But the Contractor will consent for any Software that is covered by a Price-hold Addendum and for any Software that is or designed to operate in conjunction with Software already acquired by the State under this Contract, if the Software at issue is generally available to other customers and the State is not in material breach of this Contract.

**3. Confidentiality.** Each party may disclose to the other written material or oral or other forms of information that it treats as confidential ("Confidential Information"). Title to any Confidential Information one party delivers to the other will remain with the disclosing party or its licensors. Each party agrees to treat any Confidential Information it receives from the other party as secret, if it is so marked otherwise identified as such. Confidential information includes personally identifiable data residing on its computer systems of, about or from its employees, residents, users, and/or suppliers, for which the Contractor requires access in order to perform the relevant services.

Except as expressly required by the laws of the State of Ohio, each party agrees not to disclose any Confidential Information of the other to any third parties and to use such Confidential Information solely to meet its obligations or to exercise its rights under this Contract. The Contractor acknowledges that the State will post the terms and pricing set forth herein on its website.

The receiving party's obligation to maintain the secrecy of the Confidential Information will not apply where it:

- (a) Was already in the receiving party's possession before disclosure by the other party, and the receiving party obtained it without an obligation of confidence;
- (b) Is independently developed by the receiving party;
- (c) Is or becomes publicly available without breach of this Contract;
- (d) Is rightfully obtained by the receiving party from a third party without an obligation of confidence;
- (e) Is disclosed by the receiving party with the prior written consent of the other party; or
- (f) Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
  - (1) Notifies the other party of such order immediately upon receipt of the order; and
  - (2) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

**4. Escrow.** The Contractor shall ensure that it shall retain in escrow a copy of the source code necessary to support the supported Programs. The escrowed material shall be maintained under an agreement, which provides that if the Contractor ceases to be in the business of supporting the Programs licensed under this Contract, the escrow agent shall furnish the State with a copy of the escrowed material that has become unsupported. The State shall pay the escrow agent a nominal fee sufficient to cover the cost of reproduction and distribution of source materials, including reasonable administrative expenses thereto. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this Contract and shall be used solely to maintain the Programs.

**5. Insurance.** The Contractor shall take out and maintain the following minimum insurance at its expense for the duration of any Schedule under this Contract covering locations where the Contractor is to perform work on the State's premises:



- (a) Workers' Compensation - As required by the statute of states where services are being performed;
- (b) Employer's Liability - \$2,000,000 each occurrence;
- (c) Comprehensive General Liability Insurance - \$2,000,000 per occurrence/aggregate bodily injury and \$2,000,000 per occurrence/aggregate property damage; and
- (d) Automobile Liability Insurance - \$2,000,000 per occurrence, bodily injury and property damage combined.

Nothing in this Contract shall be deemed to preclude the Contractor from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage and limits are maintained. The Contractor agrees to provide the State with a certificate(s) of insurance evidencing such coverage within a reasonable time of the receipt of a written request for same."

**6. EXCUSABLE DELAY.** NEITHER PARTY WILL BE LIABLE FOR ANY DELAY IN ITS PERFORMANCE UNDER THIS CONTRACT THAT ARISES FROM CAUSES BEYOND ITS CONTROL AND WITHOUT ITS NEGLIGENCE OR FAULT. THE DELAYED PARTY MUST NOTIFY THE OTHER PROMPTLY OF ANY MATERIAL DELAY IN PERFORMANCE AND MUST SPECIFY IN WRITING THE PROPOSED REVISED PERFORMANCE DATE AS SOON AS PRACTICABLE AFTER NOTICE OF DELAY. FOR ANY SUCH EXCUSABLE DELAY, THE DATE OF PERFORMANCE OR DELIVERY WILL BE EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST BY REASON OF THE EXCUSABLE DELAY. THE DELAYED PARTY MUST ALSO DESCRIBE THE CAUSE OF THE DELAY AND WHAT STEPS IT IS TAKING OR WILL TAKE TO REMOVE THE CAUSE. THE DELAYED PARTY MAY NOT RELY ON A CLAIM OF EXCUSABLE DELAY TO AVOID LIABILITY FOR A DELAY IF THE PARTY HAS NOT TAKEN COMMERCIALY REASONABLE STEPS TO MITIGATE OR AVOID THE DELAY. IF SUCH EVENT CONTINUES FOR MORE THAN 90 DAYS, EITHER PARTY MAY CANCEL UNPERFORMED SERVICES UPON WRITTEN NOTICE. THIS SECTION DOES NOT EXCUSE EITHER PARTY'S OBLIGATION TO TAKE REASONABLE STEPS TO FOLLOW ITS NORMAL DISASTER RECOVERY PROCEDURES.

**7. Network Security.** The Contractor may not connect to the State's internal computer network without the prior, written consent of the State, which the State will reasonably provide if necessary or appropriate for the Contractor to provide Support. But as a condition of connecting to the State's computer network, the Contractor must secure its own connected systems in a manner consistent with the State's then-current security policies, which the State will provide to the Contractor. The State also may terminate the Contractor's network connections immediately should the State determine that the Contractor's security measures are not consistent with the State's policies or are otherwise inadequate given the nature of the connection or the data or systems to which the Contractor may have access. The Contractor will not be responsible for any failure to provide services or technical support due to the State's refusal to allow the Contractor to connect to the State's network or its termination of the Contractor's connection to the State's network.

#### **PART IV: WARRANTIES, LIABILITIES, AND REMEDIES**

**1. Warranties.** Contractor warrants that a Program licensed to the State will operate in all material respects as described in the applicable Program Documentation for one year after delivery (i.e., via physical shipment or electronic download). The State must notify Contractor of any Program warranty deficiency within one year after delivery. Contractor also warrants that services will be provided in a professional manner consistent with industry standards. The State must notify Contractor of any services warranty deficiencies within 90 days from performance of the defective services.

**2. Warranty Exclusions.** CONTRACTOR DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT CONTRACTOR WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**3. Remedies.** FOR ANY BREACH OF THE ABOVE WARRANTIES, THE STATE'S EXCLUSIVE REMEDY, AND CONTRACTOR'S ENTIRE LIABILITY, WILL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF THE CONTRACTOR CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, THE STATE MAY END ITS PROGRAM LICENSE AND RECOVER THE FEES PAID TO THE CONTRACTOR FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES THE STATE HAS PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF THE CONTRACTOR CANNOT SUBSTANTIALLY

**CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, THE STATE MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO THE CONTRACTOR FOR THE DEFICIENT SERVICES.**

**4. Indemnity.**

a. The Contractor agrees to indemnify the State against all claims arising from bodily injury and/or tangible personal property damage resulting from the negligent or intentionally wrongful actions or omissions of the Contractor, its employees, officers, directors, subcontractors, agents, or representatives in the performance of this Contract to the extent such actions or omissions were not caused by the State or any third party. As used above, the term "tangible personal property" shall not include software, documentation, data or data files.

b. **Infringement Indemnification.** If someone makes a claim against the State that any information, design, specification, instruction, software, data, Programs, Program, or material ("Material") furnished by the Contractor and used by the State infringes its intellectual property rights, the Contractor will indemnify the State against the claim.

If the Contractor believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the license for, and require return of, the applicable Material and refund any fees the State may have paid for it and any unused, prepaid technical support fees the State has paid for the license. The Contractor will not indemnify the State if the State alters the Material or use it outside the scope of use identified in the user Documentation or if the State uses a version of the Materials that has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material, which was provided to the State. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished to the State by or through the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by the Contractor. This section provides the State's exclusive remedy for any infringement claims or damages.

In order for the Contractor's indemnity obligations specified in this Part IV.4 to apply, the State must do the following:

- notify the Contractor promptly in writing, not later than 30 days after the State receives notice of the claim (or sooner if required by applicable law);
- give the Contractor sole control of the defense and any settlement negotiations, subject to the approval and consent of the Ohio Attorney General; and
- give the Contractor the information the State has, authority (subject to the approval and consent of the Ohio Attorney General), and assistance the Contractor reasonably needs to defend against or settle the claim.

**5. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EXCEPT AS SET FORTH IN THE FOLLOWING PARAGRAPH, A PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE LIMITED TO THE FEES PAID OR PAYABLE TO ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM THE STATE'S USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES THE STATE PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION AND ACKNOWLEDGE THAT WITHOUT THEIR AGREEMENT TO THE LIMITATION CONTAINED HEREIN, THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.**

The limitation stated in the second sentence above of this section shall not apply to (A) the Contractor's obligation to defend and indemnify under Part IV.4 of this Contract. The limitation stated in the second sentence of this section shall not apply to the State's failure to pay any fees due under this Contract or to violation of the Contractor's intellectual property rights.

**PART V: SOFTWARE SUPPORT**

1. For purposes of the Schedule, technical support consists of annual technical support services the State may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under the Contractor's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this Contract, are subject to change at the Contractor's discretion; however, the Contractor will not materially reduce the level of services provided for supported Programs during the period for

which fees for technical support have been paid. The Contractor's policies for the applicable services are available for the State's review prior to its entering into a Schedule. The State may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the Schedule, unless otherwise stated in the State's order. If the State's order was placed through the Oracle Store, the effective date is the date the State's order was accepted by the Contractor.

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

If the State decides to purchase technical support for any license within a license set, the State is required to purchase technical support at the same level for all licenses within that license set. The State may desupport a subset of licenses in a license set only if the State agrees 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. If you decide not to purchase technical support, you may not update any unsupported Program license with new versions of the Program.

A license set consists of (i) all of a customer's licenses of a program, (ii) licenses of a program which share the same source code (e.g., Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition; or Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition), (iii) licenses of a program which include an option specified on the price list (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), and (iv) licenses of a program which include a self-service module specified on the price list (e.g., Human Resources and Self-Service Human Resources). Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from a Schedule is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee. Notwithstanding the above paragraph, Oracle agrees that the State will have a 90-day grace period for the payment of its technical support fees before the requirement to pay a reinstatement fee becomes effective; provided however that the State renews technical support prior to the expiration of its technical support contract and pays Oracle for the fees due for period of the lapsed support at the expiration of the grace period.

The Contractor offers Premier Support for all of its software products. Premier Support is offered from the general availability of a program through at least Year 5 and provides updates, fixes and security alerts; tax, legal, and regulatory updates; upgrade scripts; technical support; major product and technology releases, access to its Customer Service Website, and certification with new third-party products/versions.

**2. Follow-on Software.** If the Contractor makes successor products available for its software product lines ("New Software") that includes substantially similar functionality and features as a Program for which the State has purchased a Program License ("Old Software"), the Contractor will provide Licensee with a migration path from the

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

If the Contractor does not provide to all of its supported customers a migration path from the Old Software to the New Software free of additional charge, then the Contractor will provide the State with the right to use only the functionality and features contained in the New Software that is substantially similar to the functionality and features contained in the Old Software. The State shall not have the right to use nor shall it use any additional functionality or features in such New Software. All use of New Software shall otherwise be subject to this Contract.

**3. Functionality Migration.** If the Contractor eliminates functionality material to the use or performance of any Software licensed under this Contract ("Original Software") and then includes the functionality in a new product ("New Software"), the Contractor must grant the State a license to use the migrated functionality of such New Software, but not to any other functionality in the New Software, if (i) the New Software is in production release and listed on the Contractor's global price list, (ii) the State is a subscriber to Support for the Original Software at the time the New Software is available and is entitled to receive subsequent releases of the Original Software, and (iii) the New Software is available for the same operating system or technical environment as the Original Software and (iv) such restricted license of the New Software is provided at no charge generally to other customers who are current subscribers to technical support. The license granted to the State for the New Software will be (i) pursuant to the terms and conditions of this Contract and the applicable Schedule governing the Original Software, (ii) subject to the use restrictions and other limitations for the Original Software in this Contract and applicable Schedule, (iii) granted without the payment of additional fees other than fees for Support which would otherwise be due for the Original Software.

## **PART VI: CONSTRUCTION**

**1. Entire document.** This Contract will apply to all software that the State acquires under a schedule which incorporates this Contract which is signed by the duly authorized representatives of the parties. Furthermore, this Contract, along with the schedules and addenda entered into under it and the information which is incorporated into this Contract by written reference (including reference to information contained in a URL or referenced policy), is the entire agreement between the parties with respect to its subject matter, and it supersedes any previous or contemporaneous statements or agreements, whether oral or written. It is expressly agreed that the terms of this Contract and any Schedule will supersede the terms in any purchase order or other ordering document.

**2. Additional Documents.** All terms and conditions contained in any document not signed by both parties, such as a purchase order, invoice, or a click-wrap license, are excluded from this Contract and will have no legal effect.

**3. Binding effect.** Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

**4. Amendments.** No amendment or modification of any provision of this Contract will be effective unless it is in writing and signed by both parties.

**5. Waiver.** The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver or a relinquishment of any such term. Either party may at any later time demand strict and complete performance by the other party of such a term.

**6. Severability.** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to applicable law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity or material injustice.

**7. Plain meaning.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

**8. Headings.** The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

**9. Notices.** For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate party first appearing above or set forth below, unless that party has notified the other party, in



accordance with the provisions of this section, of a new mailing address for notices. If the State has a dispute with the Contractor or if the State wishes to provide a notice under the Indemnification section of this Contract, the State will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.. All notices from the Contractor to the State will be sent to: State of Ohio, Office of Information Technology ("OIT"), IT Governance Division, 30 East Broad Street, Columbus, Ohio 43215.

**10. Continuing obligations.** To the extent necessary to carry out their purpose, the terms of this contract will survive the termination of this contract. Some such provisions that require survival to carry out their full intent include the indemnity, warranty, and limitation of liability provisions. Other examples include the confidentiality section, the escrow section, the payment of obligations, and the grant of software licenses. Additional provisions include the support obligations for existing licenses, and the pricing section with respect to related software licenses and caps on increases in support for existing licenses.

**11. Counterparts.** This contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **PART VII: LAW AND COURTS**

**1. Compliance with law.** The parties will comply with all applicable federal, state, and local laws in all endeavors under this contract.

**2. Export Restrictions.** The State may not directly or indirectly export or transmit the Software or Documentation to any country in violation of any applicable US regulation, order, or statute.

**3. UCITA.** The Uniform Computer Information Transactions Act ("UCITA") will not apply to this Contract. To the extent that UCITA, or any version of it that is adopted by any jurisdiction in any form, is applicable, the parties agree to opt out of it pursuant to the opt-out provisions contained therein. Likewise, the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Contract.

**4. Injunctive relief.** Nothing in this Contract is intended to limit either party's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

**5. Governing law.** The laws of Ohio will govern this Contract, excluding its laws dealing with conflict of law.

**6. Action Limitation.** Except for breach of the Contractor's proprietary rights, no action, regardless of form, arising out of or relating to this Contract may be brought by either party more than two years after the cause of action has accrued.

## **PART VIII: MISCELLANEOUS**

**1. Conflict of Interest.** No Contractor Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Further, the Contractor will not knowingly permit any Ohio public official or public employee who has any responsibilities related to this Contract to acquire any interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that the person's participation in any such action would not be contrary to the public interest.

**2. Assignment.** The State may not assign this Contract or give or transfer the Programs and/or any services or an interest in them to another individual or entity, except as expressly permitted under this Contract, without the prior, written consent of the Contractor. If the State grants a security interest in the Programs and/or any services deliverables, the secured party has no right to use or transfer the Programs and/or any services deliverables. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of the Contractor, the Contractor may not assign this without the State's prior written consent. Any such assignment, unless otherwise agreed in writing, is contingent on the assignee assuming all the assignor's rights and obligations under this Contract.

**3. Independent Status.** Each party is an independent contractor. Neither party will have any authority to bind the other unless expressly agreed in writing. Nothing in this Contract may be construed to create a partnership, agency, or employer-employee relationship between the Contractor and the State, and in no event will the Contractor and the State be deemed joint employers.

**4. Employees.** All Contractor Personnel are employees or contractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of the subject matter of this Contract or work performed under this Contract. The Contractor must pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law, rule, or regulation and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel.

**5. Publicity.** The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the State's prior, written consent.

**6. Cancellation / Termination.** If either party breaches a material term of this Contract and fails to correct the breach within 30 days of written notice of the breach, then the breaching party is in default and the non-breaching party may terminate this Contract. If the Contractor ends this Contract as specified in the preceding sentence, the State must pay within 30 days all amounts which have accrued prior to the end of this Contract, as well as all sums remaining unpaid for Programs and support delivered under this Contract. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. The State agrees that if the State is in default under this Contract, the State may not use those Programs and/or services ordered. On expiration or termination of this Contract for any reason other than the State's default or termination under Part IV.4, the State retains its right to use the license Programs in accordance with the terms of this Contract.

This Contract will remain in effect until the end of the current biennium. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which this Contract remains in place. All perpetual licenses acquired before termination will continue under the terms and conditions of this Contract, along with both parties' rights and obligations with respect to such licenses.

Notwithstanding the above paragraph, the State represents that its funds are contingent on the availability of lawful appropriations by the Ohio General Assembly or other funding source. If the Ohio General Assembly or other funding source fails to continue funding for the payments due under an order referencing this Contract, the State will notify the Contractor in writing and the State will have no further obligation to make any payments; provided however, that (a) the State agrees to pay for all Programs received and for all services performed by the Contractor prior to the Contractor's receipt of the State's notice and (b) the State's issuance of a purchase order to Oracle is its representation to the Contractor that funds for that purchase have been fully appropriated and are presently available.

With respect to the rights of cancellation / termination set forth above, (a) only the State Entity signing this agreement may exercise these rights as to the Contract and/or any orders it places and (b) all other State Entities may exercise rights of termination only with respect to their individual orders.

**7. EEO.** The Contractor must comply with all Ohio laws, rules, and Executive Orders of the Governor of Ohio regarding equal employment opportunity, including Ohio Revised Code Section 125.111.

**8. Drug Free Workplace.** The Contractor must comply with all applicable Ohio laws regarding maintaining a drug-free workplace. The Contractor will make a good faith effort to ensure that all its employees, while working on the State's property, do not possess and will not be under influence of illegal drugs or alcohol or abuse prescription drugs.

**9. Ohio Ethics & Election Law.** The Contractor certifies that it is currently in compliance and will continue to adhere to the applicable requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on this Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) or (J)(1) of Ohio Revised Code Section 3517.13, as applicable.

**10. Travel Expenses.** Any travel or living expenses required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior, written approval. All additional travel and living expenses that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with the Office of Budget and Management's Travel Rules in Section 126-1.02 of the Ohio Administrative Code.

**11. Order of Priority.** If there is any inconsistency or conflict between this Contract, the Schedule, and any provision of anything incorporated by reference, including Exhibit A, which the Contractor may update from time to time, this Contract or the applicable Schedule(s) will prevail.

**12. Record Keeping.** The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located.

**13. Audits.** During the term of this Contract and for three years after the payment of any fee to the Contractor under this Contract, on reasonable written notice and during customary business hours, the State may audit the Contractor's financial records and materials that relate to this payments made under this Contract. This audit right will also apply to the State's duly authorized representatives and any person or organization providing the State with financial support related to this Contract, if the State has satisfactory confidentiality agreements in place to protect the Contractor's financial records and materials from unauthorized disclosure.

Upon 45 days written notice, Contractor may audit the State's use of the Software. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with the State's normal business operations. The State agrees to pay within 30 days of written notification any fees applicable to its use of the Software in excess of its license rights. If the State does not pay, Contractor can end the State's technical support, licenses and/or this Contract. The State agrees that Contractor shall not be responsible for any of the State's costs incurred in cooperating with the audit.

**14. Ohio Revised Code Section 9.24.** Contractor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If this warranty was false on the date the parties signed this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

**15. Declaration Regarding Terrorism.** Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations ("Declaration") in its entirety to enter into this Contract and to renew it. If the State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor's failure to submit an acceptable Declaration in such a situation will entitle the State to terminate this Contract for cause. In the event of a termination for cause under this Agreement, the State may seek appropriate judicial remedies.

**16. Technical Support Policies.** The current version of the Contractor's Technical Support policies is attached as Exhibit A and incorporated herein. The Contractor may update these policies from time to time provided they apply equally to all of the Contractor's customers of its Technical Support.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates appearing below.

ORACLE USA, INC.:

By: Glenda Sakati  
Name: GLEND A SAKATI  
Title: Manager, Public Sector Contracts  
Date: May 23, 2008

FOR STATE OF OHIO  
OFFICE OF INFORMATION TECHNOLOGY  
INVESTMENT AND GOVERNANCE DIVISION  
By: R. Steve Edmonson  
Name: R. Steve Edmonson  
Title: Director, Office of Information Technology  
State Chief Information Officer  
Date: 3-28-08

## EXHIBIT A TO THE SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT

### Technical Support Policies

Effective Date: 01-FEBRUARY-2008

#### OVERVIEW

Unless otherwise stated, these Technical Support Policies apply to technical support for all Oracle product lines. These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", and in former Agile agreements as the "product support policy".

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels section below, all programs must be properly licensed.

Technical support is provided for issues (including problems created by you) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on an appropriate hardware, database and operating system configuration, as specified in your order or program documentation. Product release and supported platforms information for all Oracle programs other than Cimmetry AutoVue and Vuelink programs ("Cimmetry programs"), Netsure programs and Bridgestream programs is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Cimmetry programs is available in the AutoVue Administration Guide that is included with the Cimmetry program documentation. Product release and supported platforms information for Netsure programs will be provided to you in writing. Product release and supported platforms information for Bridgestream programs is available on <http://www.bridgestream.com/>.

Oracle will provide technical support in accordance with Oracle's privacy policy available at <http://www.oracle.com/html/privacy.html>.

*These Technical Support Policies are subject to change at Oracle's discretion, however the services provided will not be materially reduced during the support period (defined below).*

To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

#### SUPPORT TERMS

##### Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address as designated by you. Failure to submit payment will result in the termination of support.

##### Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the



related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period unless your technical support contract is renewed on or before the service expiration date.

### **License Set**

A license set consists of (i) all of your licenses of a program, including any options\* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager\* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module\* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, or (ii) all of your licenses of a program which share the same source code\*\*. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

\*As specified on Oracle's price list.

\*\*Programs which share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition, and
- Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition).

### **Matching Service Levels**

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support or unsupported). You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

### **Reinstatement of Oracle Technical Support**

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

### **Pricing following Reduction of Licenses or Support Level**

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be

reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

### **Custom Application Bundles**

Technical support may not be discontinued for a single program module within a custom application bundle.

### **Unsupported Programs**

Customers with unsupported programs do not receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for the unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

### **Technical Contacts**

Your technical contacts are the sole liaisons between you and OSS for technical support of programs. It is the recommended standard that your technical contacts are trained representatives of your company. Such training shall include initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts should be knowledgeable about the Oracle programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Software Update License & Support, you may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

### **Program Updates**

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available, and Oracle is under no obligation to develop any future programs or functionality.

Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

## Payment Plan, Financing and Leasing Agreements

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

## Lifetime Support

Lifetime Support consists of the following service levels:

- "Premier Support" which refers to the first 5 years of basic technical support services (also referred to as, and will be documented on your ordering document as, "Software Update License & Support")
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available, except as noted below.

Based on availability, support may be extended for an additional three years with Extended Support for specific releases.

Alternatively, support may be extended with Sustaining Support which will be available for as long as you maintain technical support for your Oracle licenses.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Applications & Server Technologies](#)" (PDF) for specific server technology and application programs that are, or will be, covered by the Lifetime Support policy.

### Notes:

1. Active Reasoning, ContextMedia, Interlace Systems, LogicalApps, Notiva, and Sigma Dynamics, and other programs and releases that have already had desupport dates posted on *OracleMetaLink* are excluded from the Lifetime Support policy.
2. For PeopleSoft Enterprise programs that have been retired under the previous 4-year support policy, Sustaining Support will be available for as long as you maintain technical support for these programs.
3. Tax updates and regulatory changes\* will be made available for up to six (6) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs. Upgrade scripts, new software patches, and fixes to the latest release will be made available for five (5) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs.

\*Tax updates and regulatory changes refers to those updates that address tax and/or regulatory changes which are generally made available to similarly situated licensees of PeopleSoft software, on a when and if available basis only.

4. Oracle's PeopleTools program, which was purchased in conjunction with an application program release, will be supported for as long as such application program release is supported. PeopleTools fixes are delivered in minor releases and patches; patches are provided on the current minor release only. Patches and platform certifications for a

PeopleTools minor release are created when that release becomes generally available and will be supported for twelve (12) months after the next minor release becomes generally available.

To receive technical support, you may be required to apply a minor release upgrade of PeopleTools to remain current with versions of third party technologies and products as supported by the provider of the third party product.

5. For certain Oracle Retail application program releases\* prior to release 11, limited Premier Support will be available for seven years from when that release became generally available. For Oracle Retail applications for which Premier Support is not available, Sustaining Support will be available for as long as you maintain technical support for these programs.

\*formerly Retek, ProfitLogic, and 360 Commerce

6. For supported customers, the Extended Support fee for Oracle9i Database Release 9.2 has been waived for the period August 1, 2007 to July 31, 2008. During this period, you will receive access to generally available fixes and critical patch updates ("CPUs") for such supported Oracle9i Database Release 9.2 programs, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). Effective August 1, 2007, fixes and CPUs will be created against Oracle Database version 9.2.0.8 only.
7. For Oracle's Cimmety programs, Oracle generally will make Premier Support available for 2 years following general availability of a release, after which Sustaining Support will be available for as long as you maintain technical support for your Oracle licenses. Premier Support for Cimmety programs will be documented on your ordering document as Software Update License & Support or Cimmety Maintenance.
8. For supported customers whose Oracle application programs are only certified on Oracle9i Database Release 9.2 and the release for such application programs is currently supported under Premier Support or Extended Support, the Extended Support fee for Oracle9i Database Release 9.2 has been waived for the period August 1, 2008 to July 31, 2010. During this period, you will receive access to generally available fixes and critical patch updates ("CPUs") for such supported application programs running on the Oracle9i Database Release 9.2, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). A list of applications that are certified on Oracle9i Database Release 9.2 is available at <http://www.oracle.com/support/collateral/tsp-certified-applications.pdf>.

### Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves the right to desupport certain program releases. Program releases that are designated as subject to Premier Support under Oracle's Lifetime Support policy are excluded. If Agile, Cimmety, Netsure, Bridgestream, or LogicalApps programs are desupported, you will be notified of such desupport directly by OSS. For all other Oracle programs, desupport information, including desupport dates, information about availability of Extended Support and Sustaining Support, and information about migration paths for certain features, is posted on Oracle*MetaLink*, Customer Connection, and e-Support. Desupport information is subject to change. For Agile, Cimmety, Netsure, Bridgestream and LogicalApps programs, updated desupport information will be provided to you in writing. For all other Oracle programs, Oracle will provide updated desupport information on Oracle*MetaLink*, Customer Connection, and e-Support as necessary.

### First and Second Line Support



It is the recommended standard that you establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you shall contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support. Oracle does not ensure its performance of the technical support described herein if such access is not provided by you when requested by Oracle.

Second Line Support shall include but not be limited to (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects the functions described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

### **Third Party Vendor-Specific Support Terms**

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified application, hardware platform, framework, database and/or operating system configuration to continue receiving technical support services from Oracle.

### **PeopleSoft and JD Edwards Release Information**

Release information for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs is available in the attached table titled, "[Release Types for PeopleSoft Enterprise and JD Edwards EnterpriseOne Applications](#)" (PDF).

### **Hyperion-Specific and Agile-Specific Support Terms**

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

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

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

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

**TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS,**

**INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Limitation of Liability

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.**

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

**ORACLE TECHNICAL SUPPORT LEVELS**

**Software Update License & Support**

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support is the standard level for all Oracle support services and consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal, and regulatory updates
- Upgrade scripts
- Certification with most new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to Oracle *MetaLink*, Customer Connection, or e-Support\* (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

\* For PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs, web-based support is provided through Customer Connection. For Hyperion programs, web-based support is provided through e-Support. For all other Oracle programs, web-based support is provided through OracleMetaLink.

Due to the unique constraints of the early releases of former Retek, ProfitLogic, and 360 Commerce retail applications, limited Software Update License & Support will be available for certain releases prior to release 11. The limited Software Update License & Support will consist of:

- Program updates and fixes
- Major product and technology releases
- Assistance with service requests 24 hours per day, 7 days per week
- Access to OracleMetaLink (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Please review the Oracle Retail chart included in the "Lifetime Support Policy: Coverage for Applications & Server Technologies" (PDF) document for coverage information on your specific release.

Limited Software Update License & Support will be available for Cimmetry programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Eastern Time of the North America region
- Ability to log service requests online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm>
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Agile programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Pacific Time of the North America region
- Access to Customer Portal (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Netsure programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates

- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. GMT
- Ability to log service requests via e-mail ([support@Netsure.com](mailto:support@Netsure.com)) or telephone (353.1.80.31920)
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Bridgestream programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 7:00 A.M. to 7:00 P.M. Pacific Time of the North America region
- Ability to log service requests via e-mail ([support@Bridgestream.com](mailto:support@Bridgestream.com)) or telephone
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for LogicalApps programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 7:00 A.M. to 5:00 P.M. Pacific Time of the North America region
- Access to Customer Center Portal (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during local business hours

### **Enterprise Linux Support Services**

Effective October 25, 2006, Oracle will offer Enterprise Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

### **Oracle VM Support Services**

Effective November 14, 2007, Oracle will offer Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

### **Priority Service**

Priority Service is available for program releases eligible to receive Premier, Extended, or Sustaining Support. Priority Service consists of:

- Prioritization of Service Requests: Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- Service Request Response Guidelines: Reasonable efforts will be made to respond to service requests per the following guidelines:
  - 90% of Severity 1 service requests submitted by you will be responded to within 1 hour (available 24x7)



- 90% of Severity 2 service requests submitted by you will be responded to within 2.5 local business hours
- 90% of Severity 3 service requests submitted by you will be responded to within the next local business day
- 90% of Severity 4 service requests submitted by you will be responded to within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- Designated Oracle service manager who is responsible for assisting in the management of service requests, and providing service reviews
- Priority response from Oracle's Product Development team for product bugs initiated for the resolution of service requests
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service customers
- Access to monthly web conference sessions featuring Oracle executives and/or Oracle product technology experts
- Quarterly live chats with senior Oracle product technology experts and/or management, available exclusively to Priority Service customers

In order to acquire Priority Service for a license set, you must acquire Software Update License & Support for that license set. If you have maintained Software Update License & Support and want to purchase Priority Service for a license set, the licenses do not need to be migrated to current license metrics to do so.

Priority Service is not subject to the Reinstatement policies stated above. Priority Service is not available for all programs. Please contact your Support Sales Representative for service availability.

### **Incident Server Support Package**

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests, and is available for as long as Premier Support is available for your Oracle licenses. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time of reinstatement. Incident Server Support is available for the following limited product sets, across all platforms:

- Oracle Database Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, Real Application Clusters
- Oracle Application Server Support Package: Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

Incident Server Support Packages are valid for one year from the date of purchase. Any unused service request(s) expire at the end of such term. Access to Oracle*MetaLink* expires at the same time the final service request is resolved. Your service request total will not be decreased by the number of service requests initiated for the resolution of a product bug. Incident Server Support includes:

- Access to Oracle*MetaLink* (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

## **JDeveloper Support**

JDeveloper Support is made available for Oracle JDeveloper that has been downloaded from the Oracle Technology Network after June 28, 2005. JDeveloper Support consists of:

- Assistance with service requests 24 hours per day, 7 days a week
- Access to Oracle*MetaLink* (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours (e.g., assistance with support identification numbers, assistance with logging into Oracle*MetaLink*)

## **Service Request Packages**

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your OPN Interaction Center (<http://partner.oracle.com/>) for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

## **Extended Support**

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program.

Program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to Oracle*MetaLink*, Customer Connection, e-Support, Customer Portal, or Customer Center Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

## **Sustaining Support**

Sustaining Support will be available after Premier Support expires. Program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during the Premier Support period, and created during the Extended Support period for those customers who purchased Extended Support.
- Tax, legal, and regulatory updates created during the Premier Support period
- Upgrade scripts created during the Premier Support period

- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to Oracle*MetaLink*, Customer Connection, e-Support, Customer Portal, or Customer Center Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited.

### **North American Payroll Tax Updates**

North American Payroll Tax Updates is available for programs eligible to receive Sustaining Support. Customers who acquire North American Payroll Tax Updates will receive a tax year of tax updates for Oracle payroll applications.

In order to acquire North American Payroll Tax Updates, your licensed programs must be currently supported with Software Update License & Support. If you have maintained Software Update License & Support and want to acquire North American Payroll Tax Updates, the licenses do not need to be migrated to current license metrics to do so.

North American Payroll Tax Updates will be delivered through Customer Connection (for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs), or through Oracle*MetaLink* (for all other Oracle programs).

When offered, North American Payroll Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for the applicable Oracle program release. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. North American Payroll Tax Updates is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

### **Cimmetry Maintenance**

Cimmetry Maintenance consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Eastern Time of the North America region
- Ability to log service requests online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm>
- Non-technical customer service during local business hours

## **PREVIOUS TECHNICAL SUPPORT OFFERINGS**

A list of technical support offerings that were previously offered by Oracle, or a company acquired by Oracle, is available at <http://www.oracle.com/support/collateral/tsp-previous-offerings.pdf>. The information contained within this list consists of a description of the service offering, date when new sales of the services was eliminated, and renewal options.

## **WEB-BASED CUSTOMER SUPPORT SYSTEMS**

The following policy for Web-Based Customer Support Systems applies to all Oracle product lines except PeopleSoft Enterprise, JD Edwards EnterpriseOne, JD Edwards World, Cimmetry, Hyperion, Agile, Netsure, Bridgestream and LogicalApps:

OracleMetaLink is one of Oracle's five customer support web sites. Access to OracleMetaLink is governed by the Terms of Use posted on the OracleMetaLink web site, which are subject to change. A copy of these terms is available upon request. Access to OracleMetaLink is limited to your designated technical contacts. Access to OracleMetaLink is included with Software Update License & Support, Priority Service, Incident Server Support, JDeveloper Support, Extended Support, and Sustaining Support. For customers with a current Software Updates service contract, limited access to OracleMetaLink is included for patches and bug fix information.

The following policy for Web-Based Customer Support Systems applies to PeopleSoft Enterprise, JD Edwards EnterpriseOne, and JD Edwards World programs only:

Customer Connection is Oracle's second customer support web site. Access to Customer Connection is governed by the Terms of Use (PDF) posted on the Customer Connection web site, which are subject to change. A copy of these terms is available upon request. Access to Customer Connection is included with Software Update License & Support, Extended Support, Sustaining Support, and PeopleSoft World Support Service and is limited to your designated technical contacts.

The following policy for e-Support applies to Hyperion programs only:

e-Support is Oracle's third customer support web site. Access to e-Support is governed by the Terms of Use posted on the e-Support web site at <http://esupport.hyperion.com/>, which are subject to change. A copy of these terms is available upon request. Access to e-Support is limited to your designated technical contacts. Access to e-Support is included with Software Update License & Support.

The following policy for Customer Portal applies to Agile programs only:

Customer Portal is Oracle's fourth customer support web site. Access to Customer Portal is governed by the Terms of Use posted on the Customer Portal web site at <http://support.agilesoft.com>, which are subject to change. A copy of these terms is available upon request. Access to Customer Portal is limited to your designated technical contacts. Access to Customer Portal is included with Software Update License & Support.

The following policy for Customer Center Portal applies to LogicalApps programs only:

Customer Center Portal is Oracle's fifth customer support web site. Access to Customer Center Portal is governed by the Terms of Use posted on the Customer Center Portal web site at <http://support.logicalapps.com>, which are subject to change. A copy of these terms is available upon request. Access to Customer Center Portal is limited to your designated technical contacts. Access to Customer Center Portal is included with Software Update License & Support.

## **ORACLE COLLABORATIVE SUPPORT**



Oracle may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Oracle, with your consent, to access your computer system) to aid in the resolution of service requests. Such tools may be used only in connection with supported program licenses, and use of the tools will be subject to any additional license and other terms provided with the tools.

## **SEVERITY DEFINITIONS**

Service requests for supported Cimmetry programs may be submitted by you either online using the Web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm> or by telephone by dialing +1 514-735-9941. Service requests for all other supported Oracle programs may be submitted by you either online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

### **Severity 1**

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

For all supported Oracle programs other than Agile, Cimmetry, Netsure and Bridgestream programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For Agile programs, reasonable efforts will be made to respond to Severity 1 service requests within four (4) hours during local business hours, excluding holidays; local business hours are Monday through Friday 9:00 A.M. to 5:00 P.M. Pacific Time of the North America region. For Netsure programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 9:00 A.M. to 5:00 P.M. GMT. For Bridgestream programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 7:00 A.M. to 7:00 P.M. Pacific Time of the North America region.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs other than Agile, Cimmetry, Netsure and Bridgestream programs: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

### **Severity 2**

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

### **Severity 3**

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

### **Severity 4**

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You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

#### **CONTACT INFORMATION**

Phone numbers and contact information can be found on Oracle's support web site at <http://www.oracle.com/support/contact.html>.

## **Education Services Agreement**

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

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

B. Oracle Class Cancellation/Reschedule Policy is set forth at:  
<http://www.oracle.com/us/education/termspolicies060112-1587247.html> .

C. Travel and Expenses for Oracle personnel for on-site training courses will be reimbursed upon completion of each course. In lieu of actual receipts, an itemized breakdown of expenses will be provided upon request.

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

E. You and Mythics agree that the terms and pricing of this agreement and accompanying quotation may not be disclosed without the other's prior written consent.

F. You agree that this Quotation and Education Services Agreement is the complete agreement for the Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement shall supersede the terms in any purchase order or other non-Mythics ordering document and no terms included in any such purchase order or non-Mythics ordering document shall apply to the Services ordered. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Mythics.

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

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

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