



**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List**

GSA / CONTRACTOR INFORMATION

**Contractor: Dynamic Systems, Inc.
Contract Number: 47QTCA19D00LX
Contract Period: 9/24/2019 through 9/23/2029
Current through GSA Mod PO-0029 as of 11/14/2025
Updated to Mass Mod A907 (Refresh 30) as of 12/19/2025**

- Schedule Title: Multiple Award Schedule
- FSC Group
 - Large Category: Information Technology & Miscellaneous
 - Subcategories: IT Hardware, IT Software, IT Solutions, IT Services, & Complementary SIN
- Classes / Product Codes:

SIN	FSC/PSC
33411 - Purchase of New Electronic Equipment	7B22
511210 - Software Licenses	7A21
518210C - Cloud and Cloud-Related IT Professional Services	DB10
54151S - Information Technology Professional Services	DA01
OLM - Order-Level Materials	0000

- Unique Entity Identifier: Z78DJNKYJ2K5
- Business Size: Women-Owned Small Business (WOSB)
- Contractor's Taxpayer Identification Number (TIN): 95-4528829
- CAGE Code: 0Z428
- Contractor has registered and is current within the System for Award Management (SAM) database at <https://www.sam.gov/SAM/>
- Contract Administrators:

Lisa Jensen Project Manager (310) 337-4400 x222 Lisa.Jensen@DynamicSystemsInc.com	Mardi Norman CEO/President (310) 337-4400 x205 Mardi.Norman@DynamicSystemsInc.com
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Online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The internet address for GSA Advantage!® is: GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

**Dynamic Systems, Inc.
880 Parkview Drive North | El Segundo | CA | 90245
www.DynamicSystemsInc.com**

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SECTION A –GSA CUSTOMER INFORMATION

1a. Awarded Special Item Numbers (SINs)

SIN	DESCRIPTION
33411	Purchase of New Equipment
511210	Software Licenses
518210C	Cloud and Cloud-Related IT Professional
54151S	Information Technology Professional Services
OLM	Order Level Materials

All SINs are subject to Cooperative Purchasing. Refer to GSAAdvantage.gov for items, which includes item descriptions and awarded prices.

1b. Lowest Priced Model Number and Unit Price

SIN	MFG	PART #	DESCRIPTION	GSA PRICE
33411	Oracle	7105511	Oracle Solaris and Oracle VM Server for SPARC preinstall	\$.85
511210	Oracle	L10013	Oracle Tuning Pack – Named User Plus Perpetual	\$25.00
518210C	Dynamic Systems	B95373	Oracle Customer Experience for Utilities - Fusion Agent Service for Fusion Suite Cloud Service - Up to 125,000 Billable Service Customers	\$.30
54151S	Dynamic Systems	PS_TECH_RESOURCE_1	Technical Resource Level 1	\$81.06

1c. Hourly Rates

Please refer to Sections C & D below for Dynamic Systems' PS Labor Category Descriptions and PS Hourly Rates / Pricing and to Sections E & F below for Dynamic Systems' Cloud Labor Category Descriptions and Cloud Hourly Rates / Pricing.

2. Maximum Order

(a) The Maximum Order value for the following Special Item Numbers (SINs) is:

SIN	DESCRIPTION	MAXIMUM ORDER
33411	Purchase of New Equipment	\$500,000
511210	Software Licenses	\$500,000
518210C	Cloud and Cloud-Related IT Professional	\$500,000
54151S	Information Technology Professional Services	\$500,000
OLM	Order Level Materials	\$250,000

- (b) Any order exceeding the maximum order threshold is subject to acceptance by Dynamic Systems, Inc.

3. Minimum Order

The minimum dollar value of orders to be issued is \$100.00.

4. Geographic Coverage

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☒ The Geographic Scope of Contract will be domestic and overseas delivery.
☐ The Geographic Scope of Contract will be overseas delivery only.
☐ The Geographic Scope of Contract will be domestic delivery only.

FOB Destination

Under Cooperative Purchasing authorized State and local government entities are eligible to place orders.

5. Points of Production

Varies for SIN 33411
United States for SIN 511210
Not applicable for SIN 518210C
Not applicable for SIN 54151S
Varies for SIN OLM

6. Discount from list prices or statement of net price

Prices listed are NET Prices; Discounts have been deducted; the IFF has been added.

7. Quantity Discount

Quantity discounts are typically not applicable.

8. Prompt Payment Terms

0% - 30 days from receipt of invoice or date of acceptance, whichever is later.

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign Items

Refer to GSA Advantage (<https://www.gsaadvantage.gov/>) for country of origin as listed per part number.

10. Delivery

10a. Time of Delivery

The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SIN	DELIVERY TIME (Days ARO)
33411	30 Days unless otherwise notified
511210	30 Days or less unless otherwise notified
518210C	As Negotiated in Statement of Work (SOW)
54151S	As Negotiated in Statement of Work (SOW)

10b. Expedited Delivery

Expedited delivery is negotiable for all SINs. Items available for expedited delivery are noted in this price list, as applicable.

10c. Overnight and 2-Day Delivery

Overnight and 2-day delivery is negotiable for all SINs. Contact Dynamic Systems for rates.

10d. Urgent Requirements

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11. FOB Point

FOB Destination

12. Ordering Information

12a. Ordering Address:

Dynamic Systems, Inc.
880 Parkview Drive N
El Segundo, CA 90245

POC: Sales Operations
SalesOperations@DynamicSystemsInc.com
(310) 337-4400 Ext 2 Office
(310) 347-4400 eFax

12b. Ordering Procedures:

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment Address

Dynamic Systems, Inc.
880 Parkview Drive N
El Segundo, CA 90245

14. Warranty Provision

Warranty is addressed in the SIN specific terms that follow as well as the commercial OEM's terms within Appendices I – II.

15. Export Packing Charges

Not applicable.

16. Terms and Conditions of rental, maintenance, and repair

Please refer to Section B and Appendices I and II.

17. Terms and Conditions of installation

Please refer to Section B and Appendices I and II.

18a. Terms and conditions of repair parts

Please refer to Section B and Appendices I and II.

18b. Terms and conditions for any other services

Please refer to Section B and G; as well as Appendices I through III.

See Section G for Oracle OneGov Promotion for Federal Customers offered from June 23, 2025, through May 31, 2026

19. List of service and distribution points

Not applicable.

20. List of participating dealers

Not applicable.

21. Preventive maintenance

When applicable, refer to OEM terms at quote/delivery order level.

22a. Special Attributes

Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Varies for SIN 33411 and not applicable for SINS 511210, 518210C, and 54151S.

22b. Section 508

Refer to Appendix I and Appendix II for Oracle's GSA Supplemental Terms and Conditions discussing Section 508. Or visit – www.oracle.com/corporate/accessibility/vpats.html

23. Unique Entity Identifier (UEI)

Z78DJNKYJ2K5

24. System for Award Management

Dynamic Systems registration is valid and continually remains current in the System for Award Management (SAM) database at <https://www.sam.gov/SAM/>.

SECTION B – GSA TERMS AND CONDITIONS APPLICABLE TO IT**1) Organizational Conflicts of Interest****a) Definitions.**

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refer to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b) To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries, and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508

2) Services Performed

a) All services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

b) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

c) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

3) Travel. Any Contractor travel required in the performance of services must comply with the Pub. L. 99-234 and FAR Part 31.205-46, as applicable, in effect on the date(s) the travel is performed.

Established Federal Government per diem rates will apply to all Contractor travel.

4) Warranty

a) Unless otherwise specified in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

b) The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier

Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements, if applicable.

c) Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

Regulation Number	Regulation Title/Comments
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
52.229-1	STATE AND LOCAL TAXES (APR 1984)
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)
52.223-13	ACQUISITION OF EPEAT - REGISTERED IMAGING EQUIPMENT (JUN 2014)
52.223-14	ACQUISITION OF EPEAT® - REGISTERED TELEVISIONS (JUN 2014)
52.223-16	ACQUISITION OF EPEAT® - REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)
552.238-115	SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (MAY 2019)
552.238-107	TRAFFIC RELEASE (SUPPLIES) (MAY 2019)
552.238-73	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)
552.238-86	DELIVERY SCHEDULE (MAY 2019)
552.238-89	DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)
552.238-90	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)
552.238-91	MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)
552.238-92	VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)
552.238-93	ORDER ACKNOWLEDGMENT (MAY 2019)
552.238-94	ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

SIN 511210 Software Licenses

Term License Cessation

After a software product has been on a continuous term license for a period of _tbd_ (*Fill-in the period of time.*) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be _tbd_ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

**REFER TO APPENDICES I and II
FOR
ORACLE TERMS AND CONDITIONS**

SECTION C - PS LABOR CATEGORY DESCRIPTIONS

Technical Resource Level 1

PART NUMBER: PS_Tech_Resource_1

Primary Responsibilities may include but are not limited to:

- Install and test systems hardware
- Install and test operating systems
- Assistance with the administration and tracking of the project schedule and calendar
- Provide project deliverables such as meeting minutes, action items, and regular reports
- Assist with editing, delivery, and configuration management of project documentation
- Provide general administrative services to the Director and PS leadership team
- Facilitate and organize project related meetings and conference calls

Minimum Education and Experience: AA, Bachelor's (or equivalent) Degree, or may be substituted for a High School degree and one (1) years' experience.

Technical Resource Level 2

PART NUMBER: PS_Tech_Resource_2

Primary responsibilities may include but are not limited to TRL 1 plus:

- Hardware installation/integration
- OS installation/integration
- Application installation/integration
- Configure and test system networks
- Install and test application software
- Systems test
- Systems delivery
- Test project systems to validate security requirements

Minimum Education and Experience: AA, Bachelor's (or equivalent) Degree, or may be substituted for a High School degree and two (2) years' experience. Minimum of 2 years of experience in system integration and/or 1 years of experience in security or project administration.

Technical Resource Level 3

PART NUMBER: PS_Tech_Resource_3

Primary responsibilities may include but are not limited to TRL 2 plus:

- Document systems security posture as required to verify security requirements
- Support customer security testing
- Provides input to security and technical documentation as required
- Configuration and Data Management
- Documentation quality assurance and version control

Minimum Education and Experience: Bachelor's Degree or may be substituted for a High School degree and three (3) years' experience. Minimum of 3 years of experience in system integration and/or 2 years of experience in security or project administration.

Technical Resource Level 4**PART NUMBER: PS_Tech_RESOURCE_4**

Primary responsibilities may include but are not limited to TRL 3 plus:

- Provide subject matter expertise in support of project goals
- Engineering analyses and trade studies for hardware, operating systems, and applications
- Project requirements derivation
- Provide system level design
- Assist in project plan development
- Provide system level security planning
- Assist with the day-to-day management of project resources, schedule, budget, and risk
- Ongoing contract monitoring, management, and maintenance
- Management of project deliverables schedule and quality

Minimum Education and Experience: Bachelor's Degree or may be substituted for a High School degree and five (5) years' experience. Minimum of 5 years of experience in system integration and/or 3 years of experience in security or project administration.

Technical Resource Level 5**PART NUMBER: PS_Tech_RESOURCE_5**

Primary responsibilities may include but are not limited to TRL 4 plus:

- Provide systems design in support of project architecture development
- Provide in depth knowledge of customer infrastructure
- Provide systems infrastructure design and integration
- Lead engineering analyses and trade studies
- Provide in depth knowledge of customer security requirements

Minimum Education and Experience: Bachelor's Degree or may be substituted for a High School degree and seven (7) years' experience. Minimum of 7 years of experience in system integration and/or 5 years of experience in security or project administration.

Technical Resource Level 6**PART NUMBER: PS_Tech_RESOURCE_6**

Primary responsibilities may include but are not limited to TRL 5 plus:

- Perform senior level leadership and oversight of large, complex, and sensitive program efforts
- Provide oversight of technical documentation and deliveries
- Perform complex technical duties involving relevant technical disciplines
- Define testing requirements
- Provide deep technical knowledge in required areas
- Assist customer with determining IT governance and architectural requirements
- Provide consulting support to executive level customer leadership
- Assist with determining customer specific security requirements and derivation
- Lead security related project activities as requested
- Provide oversight or input to security and technical documentation as required

- Apply all aspects of Project Planning, Project Management, Time Management, Risk Management, Quality Management, Resource Management, Cost Management, and Customer Expectation Management required to deliver a quality product
- Generate and evaluate performance metrics and program progress/results
- Primary customer interface for technical and programmatic matters
- Participate in solution design and lead the implementation aspects of project delivery to ensure a high-quality integrated product is delivered within cost and schedule

Minimum Education and Experience: Bachelor's Degree or may be substituted for a High School degree and ten (10) years' experience. Minimum of 10 years of experience in system integration or security and/or 7 years of experience in project administration with experience delivering enterprise level solutions.

SECTION D - PS HOURLY RATES / PRICING

Dynamic Systems, Inc. Professional Service HOURLY RATES (includes IFF)

PS Labor Category	Year 1 GSA Rate 9/24/19 to 9/23/20
Technical Resource Level 1	\$71.96
Technical Resource Level 2	\$138.22
Technical Resource Level 3	\$172.76
Technical Resource Level 4	\$194.36
Technical Resource Level 5	\$254.72
Technical Resource Level 6	\$325.47

Rates are subject to escalation of 2% year over year each 12-month anniversary (I-FSS-969) as shown below reflecting out-year hourly rates until final contract expiration in 2039.

PS Labor Category	Year 2 GSA Rate 9/24/20 to 9/23/21	Year 3 GSA Rate 9/24/21 to 9/23/22	Year 4 GSA Rate 9/24/22 to 9/23/23	Year 5 GSA Rate 9/24/23 to 9/23/24	Year 6 GSA Rate 9/24/24 to 9/23/25
Technical Resource Level 1	\$73.40	\$74.87	\$76.37	\$77.89	\$79.47
Technical Resource Level 2	\$140.99	\$143.81	\$146.68	\$149.62	\$152.60
Technical Resource Level 3	\$176.22	\$179.74	\$183.34	\$187.00	\$190.75
Technical Resource Level 4	\$198.25	\$202.21	\$206.26	\$210.38	\$214.59
Technical Resource Level 5	\$259.82	\$265.01	\$270.31	\$275.72	\$281.24
Technical Resource Level 6	\$331.98	\$338.62	\$345.39	\$352.30	\$359.35

PS Labor Category	Year 7 GSA Rate 9/24/25 to 9/23/26	Year 8 GSA Rate 9/24/26 to 9/23/27	Year 9 GSA Rate 9/24/27 to 9/23/28	Year 10 GSA Rate 9/24/28 to 9/23/29	Year 11 GSA Rate 9/24/29 to 9/23/30
Technical Resource Level 1	\$81.06	\$82.68	\$84.33	\$86.02	\$87.74
Technical Resource Level 2	\$155.66	\$158.77	\$161.94	\$165.18	\$168.48
Technical Resource Level 3	\$194.57	\$198.46	\$202.43	\$206.48	\$210.61
Technical Resource Level 4	\$218.88	\$223.25	\$227.72	\$232.27	\$236.92
Technical Resource Level 5	\$286.86	\$292.59	\$298.45	\$304.41	\$310.50
Technical Resource Level 6	\$366.53	\$373.86	\$381.34	\$388.97	\$396.75

PS Labor Category	Year 12 GSA Rate 9/24/30 to 9/23/31	Year 13 GSA Rate 9/24/31 to 9/23/32	Year 14 GSA Rate 9/24/32 to 9/23/33	Year 15 GSA Rate 9/24/33 to 9/23/34	Year 16 GSA Rate 9/24/34 to 9/23/35
Technical Resource Level 1	\$89.49	\$91.28	\$93.11	\$94.97	\$96.88
Technical Resource Level 2	\$171.85	\$175.28	\$178.79	\$182.37	\$186.02
Technical Resource Level 3	\$214.82	\$219.11	\$223.50	\$227.97	\$232.53
Technical Resource Level 4	\$241.65	\$246.49	\$251.42	\$256.44	\$261.57
Technical Resource Level 5	\$316.71	\$323.04	\$329.50	\$336.09	\$342.81
Technical Resource Level 6	\$404.69	\$412.78	\$421.03	\$429.45	\$438.04

PS Labor Category	Year 17 GSA Rate 9/24/35 to 9/23/36	Year 18 GSA Rate 9/24/36 to 9/23/37	Year 19 GSA Rate 9/24/37 to 9/23/38	Year 20 GSA Rate 9/24/38 to 9/23/39
Technical Resource Level 1	\$98.81	\$100.79	\$102.80	\$104.86
Technical Resource Level 2	\$189.73	\$193.53	\$197.40	\$201.35
Technical Resource Level 3	\$237.19	\$241.93	\$246.77	\$251.71
Technical Resource Level 4	\$266.80	\$272.14	\$277.58	\$283.13
Technical Resource Level 5	\$349.66	\$356.65	\$363.79	\$371.06
Technical Resource Level 6	\$446.80	\$455.74	\$464.86	\$474.16

All products in this Authorized MAS Pricelist are available on the GSA Advantage! System at: GSAAdvantage.gov

SECTION E - CLOUD LABOR CATEGORY DESCRIPTIONS

Cloud Labor Title	Level	Functional Responsibilities	Minimum Education*	Minimum Years' Experience
Cloud Administrator I	1	Responsible for administrative items such as coordinating meetings, preparing notes, and creating briefing templates. Work is completed in cloud environments, to include hybrid cloud environments. Maintains and supports the integrity of the operating system environment and various computer systems. May also function in a technical role; Administers, installs and troubleshoots a variety of operating systems. performs systems maintenance tasks, such as system back-up, recovery and file maintenance. Schedules, installs, and tests system software upgrades. Additionally, configures software and resolves technical problems. Monitors and maintains software licensing and maintenance agreements.	Associate's	1
Cloud SME I	2	Responsible for administrative items, analysis of Cloud systems and recommending modifications of Cloud systems. Work is completed in cloud environments, to include hybrid cloud environments. May be expected to write documentation to describe logic and corrections. Work is done under supervision, but experience is leveraged to perform higher quality work. Maintains and supports the integrity of the operating system environment and various computer systems. Administers, installs and troubleshoots a variety of operating	Associate's	2

Cloud Labor Title	Level	Functional Responsibilities	Minimum Education*	Minimum Years' Experience
		systems. performs systems maintenance tasks, such as system back-up, recovery and file maintenance. Schedules, installs, and tests system software upgrades. Additionally, configures software and resolves technical problems. Monitors and maintains software licensing and maintenance agreements.		
Cloud Project Manager IV	4	Responsible for the management of all aspects of a technology project to ensure it is completed on-time and within budget. Has overall responsibility for managing scope, cost, schedule, internal staffing, subcontractors, outside vendors, and contractual deliverable(s). Prepares reports for upper management regarding status of project. Work is completed in cloud environments, to include hybrid cloud environments. Possesses knowledge of various clouds and/or SaaS technology. Typically reports to a Sr. Program Manager.	Bachelor's	5
Cloud Consultant IV	4	Responsible for researching and analyzing basic and complex issues surrounding the cloud architectures of an organization including hybrid cloud architectures, SaaS applications, cloud cybersecurity and various Cloud IT systems. Makes recommendations surrounding improving processes, efficiency and practices. Simulates and tests process improvements. Communicates changes and may provide training to impacted business units. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks to	Bachelor's	5

Cloud Labor Title	Level	Functional Responsibilities	Minimum Education*	Minimum Years' Experience
		include systems analysis and implementation. May lead and direct the work of others. A wide degree of creativity and latitude is expected.		
Cloud Consultant VI	6	Responsible for architecting IT solutions, complex problem-solving, and defining customer needs surrounding the cloud architectures of an organization, including hybrid cloud architectures, SaaS applications, cloud cybersecurity and various Cloud IT systems. Familiar with compliance and regulations. Makes recommendations surrounding improving processes, efficiency and practices. Communicates changes and may provide training to impacted business units. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience, network and judgment to plan and accomplish goals. Performs a variety of tasks to include systems analysis and implementation. Leads the work of others. A wide degree of creativity and latitude is expected.	Bachelor's	10

*Education Requirements may be exchanged for the following experience:

- Associate's = 4 years additional experience
- Bachelor's = 8 years additional experience

SECTION F - CLOUD HOURLY RATES / PRICING

Dynamic Systems, Inc. Professional Service CLOUD HOURLY RATES (includes IFF)

Cloud Labor Title	Level	Year 1 GSA Rate 11/23/21 to 11/22/22
Cloud Administrator I	1	\$50.38
Cloud SME I	2	\$95.73
Cloud Project Manager IV	4	\$136.83
Cloud Consultant IV	4	\$136.83
Cloud Consultant VI	6	\$205.24

Rates are subject to escalation of 2% year over year each 12-month anniversary (I-FSS-969) as shown below reflecting out-year hourly rates until final contract expiration in 2039.

Cloud Labor Category	Year 2 GSA Rate 11/23/22 to 11/22/23	Year 3 GSA Rate 11/23/23 to 11/22/24	Year 4 GSA Rate 11/23/24 to 11/22/25	Year 5 GSA Rate 11/23/25 to 11/22/26	Year 6 GSA Rate 11/23/26 to 11/22/27
Cloud Administrator I	\$51.39	\$52.42	\$53.47	\$54.53	\$55.63
Cloud SME I	\$97.64	\$99.60	\$101.59	\$103.62	\$105.69
Cloud Project Manager IV	\$139.56	\$142.35	\$145.20	\$148.11	\$151.07
Cloud Consultant IV	\$139.56	\$142.35	\$145.20	\$148.11	\$151.07
Cloud Consultant VI	\$209.34	\$213.53	\$217.80	\$222.16	\$226.60

Cloud Labor Category	Year 7 GSA Rate 11/23/27 to 11/22/28	Year 8 GSA Rate 11/23/28 to 11/22/29	Year 9 GSA Rate 11/23/29 to 11/22/30	Year 10 GSA Rate 11/23/30 to 11/22/31	Year 11 GSA Rate 11/23/31 to 11/22/32
Cloud Administrator I	\$56.74	\$57.87	\$59.03	\$60.21	\$61.41
Cloud SME I	\$107.81	\$109.96	\$112.16	\$114.41	\$116.69
Cloud Project Manager IV	\$154.09	\$157.17	\$160.31	\$163.52	\$166.79
Cloud Consultant IV	\$154.09	\$157.17	\$160.31	\$163.52	\$166.79
Cloud Consultant VI	\$231.13	\$235.76	\$240.47	\$245.28	\$250.19

Cloud Labor Category	Year 12 GSA Rate 11/23/32 to 11/22/33	Year 13 GSA Rate 11/23/33 to 11/22/34	Year 14 GSA Rate 11/23/34 to 11/22/35	Year 15 GSA Rate 11/23/35 to 11/22/36	Year 16 GSA Rate 11/23/36 to 11/22/37
Cloud Administrator I	\$62.64	\$63.90	\$65.17	\$66.48	\$67.81
Cloud SME I	\$119.03	\$121.41	\$123.84	\$126.31	\$128.84
Cloud Project Manager IV	\$170.13	\$173.53	\$177.00	\$180.54	\$184.15
Cloud Consultant IV	\$170.13	\$173.53	\$177.00	\$180.54	\$184.15
Cloud Consultant VI	\$255.19	\$260.29	\$265.50	\$270.81	\$276.23

Cloud Labor Category	Year 17 GSA Rate 11/23/37 to 11/22/38	Year 18 GSA Rate 11/23/38 to 11/22/39
Cloud Administrator I	\$69.16	\$70.55
Cloud SME I	\$131.42	\$134.04
Cloud Project Manager IV	\$187.83	\$191.59
Cloud Consultant IV	\$187.83	\$191.59
Cloud Consultant VI	\$281.75	\$287.38

All products in this Authorized MAS Pricelist are available on the GSA Advantage! System at: [GSAAdvantage.gov](https://www.GSAAdvantage.gov)

SECTION G – ORACLE LIMITED-TIME PROMOTION

In July 2025, the General Services Administration and Oracle unveiled a new agreement within the larger OneGov initiative giving government agencies a 75% discount when purchasing Oracle's license-based technology and access to its data management systems from June 23, 2025, through November 30, 2025. **Effective November 25, 2025, this promotional offer has been extended through May 31, 2026.**

The agreement also eliminates fees associated with transferring data out of Oracle cloud storage to another provider, known as egress fees, allowing federal agencies to access Oracle's data migration and support credits to further enable government modernization.

This current agreement will provide federal agencies:

- A 75% discount on Oracle's license-based Oracle Technology Programs, including database, integration, security, and analytics. See chart below for applicable software.
- Substantial base discounts on Oracle Cloud Infrastructure (OCI) services for government customers.
- No data egress fees for moving existing workloads from Oracle Government Clouds to another cloud service provider's FedRAMP Moderate, High or DOD IL 4, 5 Cloud.
- Pricing parity with commercial offerings, with no additional security or government uplifts ever charged in the Oracle cloud.
- Provide access to white-glove migration services for modernizing workloads across legacy Oracle services to OCI.
- A discount of \$0.33 for every \$1 used on eligible Oracle Cloud to cover Oracle technology and technical support (even down to zero).

The applicable Oracle terms for this offer can be found in Appendix II below. The parts can be found on Dynamic Systems catalog via GSA Advantage.

License Programs and First Year Technical Support Authorized

A90611 Oracle Database Enterprise Edition - Processor Perpetual
A90619 Oracle Real Application Clusters - Processor Perpetual
A90620 Oracle Partitioning - Processor Perpetual
A90622 Oracle Advanced Security - Processor Perpetual
A90649 Oracle Diagnostics Pack - Processor Perpetual
A90650 Oracle Tuning Pack - Processor Perpetual
L10001 Oracle Database Enterprise Edition - Named User Plus Perpetual
L10005 Oracle Real Application Clusters - Named User Plus Perpetual
L10006 Oracle Partitioning - Named User Plus Perpetual
L10010 Oracle Advanced Security - Named User Plus Perpetual
L10012 Oracle Diagnostics Pack - Named User Plus Perpetual
L10013 Oracle Tuning Pack - Named User Plus Perpetual
L100142 Oracle Data Masking and Subsetting Pack - Processor Perpetual
L100148 Oracle Data Masking and Subsetting Pack - Named User Plus Perpetual

L104365 Oracle Analytics Server or Oracle Business Intelligence Suite Extended Edition - Named User Plus Perpetual
L104371 Oracle Analytics Server or Oracle Business Intelligence Suite Extended Edition - Processor Perpetual
L75967 Oracle GoldenGate - Named User Plus Perpetual
L75978 Oracle GoldenGate - Processor Perpetual
L83855 Oracle Identity and Access Management Suite Plus - Employee User Perpetual
L93050 Oracle Database Lifecycle Management Pack - Named User Plus Perpetual
L93057 Oracle Database Lifecycle Management Pack - Processor Perpetual

APPENDIX I – ORACLE HARDWARE TERMS & CONDITIONS

Following this page are the Oracle GSA Hardware Supplemental Terms and Conditions v103119 (11 pages total) which are applicable to this GSA contract.



ORACLE HARDWARE GSA SUPPLEMENTAL TERMS AND CONDITIONS v103119

THESE ORACLE HARDWARE, PROGRAMS AND SERVICES GSA SUPPLEMENTAL TERMS AND CONDITIONS ("GSA STCs") SHALL APPLY TO THE ORACLE HARDWARE, PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACTOR (THE "CONTRACTOR") UNDER THE CONTRACTOR'S GSA SCHEDULE CONTRACT ("THE CONTRACT"). THESE HARDWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE HARDWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

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

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

The term "contract" refers to the Contractor's GSA Schedule contract.

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

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

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

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

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

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

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

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

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

B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

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

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at <http://oracle.com/contracts>. The parties acknowledge that the terms of this agreement do not apply to such third party technology. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode> >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the

applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

D. Ownership and Restrictions

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

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

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

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

You may not:

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

E. Warranties, Disclaimers and Exclusive Remedies

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

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

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

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

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

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

- i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
- ii. maltreated or used in a manner other than in accordance with the relevant documentation;
- iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- vi. relocated, to the extent that problems are attributable to such relocation;
- vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- viii. used by parties appearing on the most current U.S. export exclusion list;
- ix. relocated to countries subject to U.S. trade embargo or restrictions;

- x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
- xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

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

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

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) ORACLE'S INDEMNIFICATION OBLIGATION UNDER SECTION H.19 OF THESE STCS; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) 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 INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

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

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, CUI or other controlled or sensitive data that require protections greater [such as those in DFARS 252.204-7012 or substantively similar requirements] than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually by executing a new Order in writing through

a reseller that is expressly authorized to distribute support renewals. The order with reseller will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees equal to the amount the lapsed maintenance support fees would have been for the date that support lapsed until the reinstatement date if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, CUI or other controlled or sensitive data that require protections greater [such as those in DFARS 252.204-7012 or substantively similar requirements] than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually by executing a new agreement in writing through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period. Technical support services charges for SULS (or any successor technical support offering to SULS) are classified as Software Maintenance as a Service and must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

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

G. Intellectual Property Indemnification

If someone makes a claim against you that any information, design, specification, instruction, software, data, or material ("Material") furnished by Oracle and used by you infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), Oracle will indemnify you against the claim to the extent permitted by law if you do the following:

- Notify Oracle promptly in writing, not later than 30 days after you receive notice of the claim;
- Give Oracle control of the defense, with input from you, and any settlement negotiations, provided that for the U.S. Government the control of the defense and settlement is subject to 28 U.S.C. 516; and
- Give Oracle the information, authority, and assistance Oracle needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the Material may have violated someone else'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. Oracle's right to end the license or request termination of the order in accordance with this paragraph shall not apply if you authorize or consent to use of the Material, and in such cases, Oracle shall have no obligation to indemnify or other liability whatsoever, to you or to third parties for infringement, and the exclusive cause of action and remedy for infringement shall be in accordance with 28 U.S.C. 1498, as set forth in 48 C.F.R. 27.201-1(a). Oracle will not indemnify you if you alter the Material or use it outside the scope of use identified in Oracle's user documentation or if you use a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to you, or if you continues 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 to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and these Hardware STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

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

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

For claims related to hardware, if you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as

applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Oracle will not indemnify you for materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

H. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE HARDWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) ORACLE'S INDEMNIFICATION OBLIGATION UNDER SECTION I.20 OF THESE STCs; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

I. Other

1. Oracle programs, including the operating system, integrated software, any programs installed on the hardware and/or documentation, delivered in accordance with the terms and conditions of the contract are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR"). Pursuant to FAR 12.212(b), use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to these Hardware STCs.
2. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.
3. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Hardware STCs.
4. **Accessibility**
The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle

product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <http://www.fcc.gov/cgb/consumerfacts/trs.html>, and a list of telephone numbers is available at <https://www.fcc.gov/general/telecommunications-relay-services-directory>. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. In entering into an order referencing these STCs, the ordering activity acknowledges that the ordering activity has reviewed the representations provided and referenced in this paragraph and agrees that these representations satisfy the ordering activity's requirements relating to Section 508 and accessibility (if any) and that no other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Hardware STCs.

5. Internet Protocol version 6 (IPv6)

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. In entering into an order referencing these STCs, the ordering activity acknowledges that the ordering activity has reviewed the representations provided and referenced in this paragraph and agrees that these representations satisfy the ordering activity's requirements relating to IPv6 (if any) and that no other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Hardware STCs.

6. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.'

7. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

8. The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.
9. 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.
10. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.
11. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.
12. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for either discounting any non-compliant use or paying any underpaid fees that Oracle or the Contractor invoices you for related to use of the programs. Oracle shall not be responsible for any costs incurred by you in cooperating with the audit.
13. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.
14. 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 these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.
15. Oracle's Applications Licensing Table in effect as of the effective date of your order is available at <http://oracle.com/us/corporate/contracts>. Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied. The version of the Oracle Application Licensing Table incorporated into an order shall apply to any licenses purchased under the order unless modified by a mutually agreeable contract modification.
16. Oracle's License Definitions and Rules in effect as of the effective date of your order are available at <https://www.oracle.com/corporate/contracts>. Oracle's Integrated Software Options License Definitions, Rules and Metrics as well as Terms for Oracle Solaris are available at <http://www.oracle.com/us/corporate/contracts>. Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is

provided “as-is” without warranty of any kind, either express or implied. The version of the Oracle License Definition and Rules incorporated into an order shall apply to the licenses purchased under the order unless modified by a mutually agreeable contract modification. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) specifying jurisdiction and venue of any action, then, such terms shall not apply with respect to the U.S. Government. If any document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains an indemnification provision, such indemnification provision shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government should Federal statute permit such indemnification.

17. Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.
18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the “Written Offer for Source Code” section of the latter website.
19. Oracle (“Indemnitor”) agrees to defend and indemnify You (“Indemnitee”) against any and all claims of bodily injury and/or tangible personal property damage resulting from negligent or intentionally wrongful actions or omissions of the Indemnitor or a person employed by the Indemnitor (i.e., as an employee or subcontractor) while performing or participating in onsite services to install hardware, purchased under an order incorporating these STCs, if such actions or omissions were not proximately caused by the action or omission of the Indemnitee or any third party; provided however, that (a) the Indemnitee notifies the Indemnitor promptly in writing, not later than thirty (30) days after Indemnitee receives notice of the claim (or sooner if required by law); (b) the Indemnitee gives the Indemnitor sole control of the defense and any settlement negotiations, provided that the control of the defense and settlement with respect to the U.S. Government shall be subject to 28 U.S.C. 516; and (c) the Indemnitee gives the Indemnitor the information, authority, and assistance the Indemnitor needs to defend against or settle the claim. As used in this section, the term “tangible personal property” shall not include software, documentation, data or data files. The Indemnitor shall have no liability for any claim of bodily injury and/or tangible personal property damage arising from use of software or hardware. This section states Oracle’s entire liability and exclusive remedy for bodily injury and property damage.

APPENDIX II – ORACLE SOFTWARE TERMS & CONDITIONS

Following this page are the Oracle Software Programs and/or Services GSA Supplemental Terms and Conditions v041320 (9 pages total) which are applicable to this GSA contract.



**ORACLE SOFTWARE PROGRAMS AND/OR SERVICES
GSA SUPPLEMENTAL TERMS AND CONDITIONS v041320**

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

A. Definitions

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

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

The term "contract" refers to the Contractor's GSA MAS contract.

The term "order" refers to the order placed under the Contract inclusive of these expressly incorporated Software STCs.

The term "program documentation" refers to the program user manual and program installation manuals. You may access the documentation online at <http://oracle.com/documentation>.

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

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

B. Rights Granted

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

C. Ownership and Restrictions

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

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

You may not:

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

D. Warranties, Disclaimers and Exclusive Remedies

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

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery.

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

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

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

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

E. Technical Support

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

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, CUI or other controlled or sensitive data that require protections greater [such as those in DFARS 252.204-7012 or substantively similar requirements] than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period. Technical support services charges for SULS (or any successor technical support offering to SULS) are classified as Software Maintenance as a Service and must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

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

per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

F. Intellectual Property Indemnification

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

- Notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Provider control of the defense, with input from Recipient, and any settlement negotiations, provided that for the U.S. Government the control of the defense and settlement is subject to 28 U.S.C. 516; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. Oracle's right to end the license or request termination of the order in accordance with this paragraph shall not apply if the U.S. Government authorizes or consents to use of the Material, and in such cases, Oracle shall have no obligation to indemnify or other liability whatsoever, to the Government or to third parties for infringement, and the exclusive cause of action and remedy for infringement shall be in accordance with 28 U.S.C. 1498, as set forth in 48 C.F.R. 27.201-1(a). The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

With respect to the U.S. Government, the foregoing indemnification shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the preceding paragraphs should Federal statute permit such indemnification.

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

G. IN NO EVENT SHALL YOU, THE CONTRACTOR, ORACLE OR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S, ORACLE'S, AND ITS AFFILIATES' MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES ACTUALLY PAID TO CONTRACTOR UNDER SUCH ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES ACTUALLY PAID TO CONTRACTOR UNDER SUCH ORDER FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) FRAUD; OR (2) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

H. NONDISCLOSURE

By virtue of Your order and these Software STCs, Oracle, the Contractor and You may disclose to each other information that is confidential ("Confidential Information"). Confidential information shall be limited to the terms and pricing under these Software STCs and 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.

Subject to the Freedom of Information Act ("FOIA") (5 U.S.C. §552), Oracle, the Contractor and You each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under these STCs, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content resident in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

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

I. ENTIRE AGREEMENT

You agree that these Software STCs and the information which is incorporated into these Software STCs by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the products and services ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such products and services. These Software STCs shall not be modified, altered, or waived

except by mutual written agreement signed by authorized representatives of You and the Contractor. Any notice required under these STCs shall be provided to the other party in writing.

J. Other

1. Oracle programs, including the operating system, integrated software, any programs installed on the hardware and/or documentation, delivered in accordance with the terms and conditions of the contract are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to these Software STCs, and then, to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software (DEC 2007) wherein for the purposes of the contract "Government" shall mean the ordering activity.

2. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

3. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Software STCs.

4. Accessibility

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

accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. You agree that the representations provided and referenced in this paragraph satisfy Your requirements relating to Section 508 and Accessibility, and that no other Section 508- or Accessibility-related requirements, terms, conditions, statements or any other such representations, including any which may be contained in any non-Oracle order or ordering documentation, shall apply to the Oracle products and/or services provided under these Software STCs.

5. Internet Protocol version 6 (IPv6).

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. You agree that the representations provided and referenced in this paragraph satisfy Your requirements relating to IPv6, and that no other IPv6-related requirements, terms, conditions, statements or any other such representations, including any which may be contained in any non-Oracle order or ordering documentation, shall apply to the Oracle products and/or services provided under these Software STCs.

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

7. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

8. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.

9. 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.

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

11. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs to ensure Your use of the Programs is in compliance with the terms of the applicable order and these STCs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information. Such cooperation and assistance shall also include, but shall not be limited to, the running of Oracle data measurement tools on Your servers and providing, or permitting the Contractor to provide, the resulting data to Oracle. Any such audit shall not unreasonably interfere with your normal business operations, and shall comply with Your reasonable security and safety rules, policies, and procedures, including any facility or system access rules applicable to outside parties ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. If the audit identifies non-compliance, You shall be responsible for remedying such non-compliance, which may include, without limitation, paying any underpaid fees related to use of the programs and Oracle or the Contractor (as the case may be) or discontinuing Your noncompliant use. Should the remedy require You to pay fees, You will submit a contract modification to document the amount of such fees. Contractor may assign its right to audit your use of the programs to Oracle. In all cases, Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to Section H (Nondisclosure) of these Software STCs.

12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

13. Except for actions for breach of Oracle's proprietary rights, any disputes arising out of or relating to these Software STCs shall be handled in accordance with the Contract Disputes Act.

14. Source code maybe delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

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

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

17. Except as stated otherwise in your order, the version of Oracle's Applications Licensing Table in effect as of the effective date of your order shall apply to the licenses for the programs you order. The applicable Applications Licensing Table is available at <http://oracle.com/us/corporate/contracts>. Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

18. Except as stated otherwise in your order, the version of Oracle's License Definitions and Rules in effect on the date of your order shall apply to the licenses for the programs you order. The applicable

License Definitions and Rules are available at <https://www.oracle.com/corporate/contracts>. Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided “as-is” without warranty of any kind, either express or implied.

19. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; (b) allowing for the automatic renewal of services and/or fees; and/or (c) requiring the governing law to be anything other than Federal law, then, such terms shall not apply. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains an indemnification provision, such provision shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the terms of section F above should Federal statute permit such indemnification.

APPENDIX III – ORACLE CLOUD SERVICES TERMS & CONDITIONS

Following this page are the Oracle Cloud Services GSA Supplemental Terms and Conditions v103119 (10 pages total) which are applicable to this GSA contract.



ORACLE CLOUD SERVICES GSA SUPPLEMENTAL TERMS AND CONDITIONS v103119

THESE ORACLE CLOUD SERVICES GSA SUPPLEMENTAL TERMS AND CONDITIONS v103119 ("GSA STCS") SHALL APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACTOR (THE "CONTRACTOR") UNDER THE CONTRACTOR'S GSA SCHEDULE CONTRACT ("THE CONTRACT"). THESE CLOUD STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE CLOUD STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACT.

A. Definitions

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

The term "Contract" refers to the Contractor's GSA Schedule contract.

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

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

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

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

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

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

not fall within the meaning of the term “Your Content”. Your content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

B. Use of Services

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

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

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

C. Ownership Rights and Restrictions

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

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

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

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

D. Term and Termination

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

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

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

If Contractor breaches a material term of the Contract or any order and fails to correct the breach within 30 days of written specification of the breach, then You may terminate the order under which the breach occurred. You may agree in Your sole discretion to extend the 30 day period for so long as Contractor continues reasonable efforts to cure the breach. Any disputes relating to alleged breaches of the Contract or any order shall be handled in accordance with the Contract Disputes Act, 41 U.S.C. §§ 7101-7109.

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

At the end of the Services Period, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, Oracle will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Oracle's data deletion practices are described in more detail in the Service Specifications.

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

E. Fees and Taxes

Fees paid for Services performed are non-refundable, except as provided in these Cloud STCs or Your order. Fees for Services offerings are invoiced in arrears of the service performance. Contractor shall state separately on invoices taxes excluded from the fees, and You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

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

F. Nondisclosure

By virtue of Your order and these Cloud STCs, Oracle, the Contractor and You may disclose to each other information that is confidential ("Confidential Information"). Confidential information shall be limited to the terms and pricing under these Cloud STCs and Your order, to the extent not otherwise publically available, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

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

Subject to the Freedom of Information Act ("FOIA") (5 U.S.C. §552), Oracle, the Contractor and You each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under these Cloud STCs, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content resident in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

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

G. Protection of Your Content

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

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

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

Without prejudice to the preceding paragraphs of this Section G, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of these Cloud STCs. To the extent You disclose

or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

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

H. Warranties, Disclaimers and Exclusive Remedies

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

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

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

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

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

I. Limitation of Liability

IN NO EVENT SHALL YOU, THE CONTRACTOR, ORACLE OR ANY PARTY'S AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER YOUR ORDER), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES UNDER YOUR ORDER LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM CONTRACTOR UNDER SUCH ORDER.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THESE CLOUD STCS OR YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER YOUR ORDER LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) FRAUD; OR (2) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

J. Intellectual Property Indemnification

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

- a. notifies the Provider promptly in writing, not later than 30 days after Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations, provided that for the U.S. Government the control of the defense and settlement is subject to 28 U.S.C. 516; and
- c. gives the Provider the information, authority, and assistance Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund the fees the Recipient may have paid for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may upon 30 days prior written notice, terminate the order. Oracle's right to end the order in accordance with this paragraph shall not apply if You authorize or consent to use of the Material, and in such cases, Oracle shall have no obligation to indemnify or other liability whatsoever, to You or to third parties for infringement, and the exclusive cause of action and remedy for infringement shall be in accordance with 28 U.S.C. §1498, as set forth in 48 C.F.R. §27.201-1(a). If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

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

With respect to the U.S. Government, the foregoing indemnification shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the preceding paragraphs should Federal statute permit such indemnification.

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

K. Third Party Content, Services and Websites

The Services may enable You to link to, transmit Your Content or Third Party Content to, or otherwise access, third parties' web sites, platforms, content, products, services, and information ("Third Parties Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

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

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

L. Service Monitoring, Analyses and Oracle Software

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

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

Oracle may provide You with the ability to obtain certain Oracle Software for use with the Services. If Oracle provides Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of these Cloud STCs and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the

applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the end of these Services associated with the Oracle Software or earlier if terminated in accordance with the Contract Disputes Act or terminated for convenience. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by these Cloud STCs.

M. Export

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

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

N. Force Majeure

Excusable delays shall be governed by FAR 52.212-4(f) to the extent not inconsistent with these STCs. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the affected order(s) will be terminated for convenience unless the parties otherwise agree in writing. This Section does not excuse any party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

O. Assignment

Neither party can assign Your order or give or transfer the Services, or an interest in the Services, to another individual or entity.

P. Other

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

in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

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

of VPATs. Product direction remains at the sole discretion of Oracle. In entering into an order referencing these STCs, the ordering activity acknowledges that the ordering activity has reviewed the representations provided and referenced in this paragraph and agrees that these representations satisfy the ordering activity's requirements relating to Section 508 and accessibility (if any) and that no other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Services provided under these Cloud STCs.

10. Internet Protocol version 6 (IPv6). Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the Contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. In entering into an order referencing these STCs, the ordering activity acknowledges that the ordering activity has reviewed the representations provided and referenced in this paragraph and agrees that these representations satisfy the ordering activity's requirements relating to Ipv6 (if any) and that no other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Services to be delivered pursuant to these Cloud STCs.
11. If any document incorporated by reference into these Cloud STCs contains a provision (a) allowing for the automatic termination of Your Services; (b) allowing for the automatic renewal of Services and/or fees; and/or (c) requiring the governing law to be anything other than Federal law, then such terms shall not apply. If any document incorporated by reference into these Cloud STCs contains an indemnification provision, such provision shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle and Contractor reserve the right to seek indemnification from the U.S. Government should any Federal statute permit such indemnification.