



**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Pricelist**

On-line 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: GSAAvantage.gov.

MULTIPLE AWARD SCHEDULE

**LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT HARDWARE**

Special Item Number 33411 Purchase of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyper-converged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7B22

Special Item Number 811212 Computer and Office Machine Repair and Maintenance

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment. (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DB02

**LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT SERVICES**

SIN 54151S Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

The Contractor shall not resell IT Professional Services, except that IT professional services may only be resold in direct support of products that are authorized to be sold via the schedule contract, e.g. SIN 54151 - Software Maintenance Services that supports SIN 511210 - Software Licenses. (This does not include SINs within the IT Services Subcategory).

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DA01



**LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT SOFTWARE**

Special Item Number 511210 Software Licenses

Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

Term Licenses. The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

Perpetual Licenses. The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self-diagnostics.

Software Maintenance as a product is billed at the time of purchase.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7A21

Special Item Number 54151 Software Maintenance Services

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DA01



**LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT SOLUTIONS**

Special Item Number 518210C Cloud and Cloud-Related IT Professional Services

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DB10

Special Item Number 518210FM Financial Management Quality Service Management Office (FM QSMO) Core Financial Management (FM) Solutions and IT Professional Services

Includes Core Financial Management Solutions (Core FS) and Financial Management (FM) services and solutions that are complementary to or augment Core FS and/or support agency modernizations. Offerings include financial management software suites in a cloud environment; services, applications, and modules that help agencies adopt FM QSMO solutions; and IT professional services and/or labor categories, software, cloud computing and IT training that support FM QSMO adoption.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DB10

**LARGE CATEGORY: MISCELLANEOUS
SUBCATEGORY: COMPLEMENTARY SINs**

Special Item Number OLM Order-Level Materials (OLM)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering

Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)



- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

- "Open Market Items"
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:

- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000



Schedule Contract Number 47QTCA21D0036

For more information on ordering from Federal Supply Schedules, go to <https://www.gsa.gov/buyingselling/purchasing-programs/gsa-schedules>

Current Contract Period: December 16, 2020 –December 15, 2030

Contract current through: Modification PS-0056 - effective November 20, 2025

MASS Modification A897 Refresh # 30 effective March 5, 2026

Mythics, LLC
4525 Main Street
Suite 1500
Virginia Beach VA 23462-3375
703-288-4556 (telephone)
703-965-9483 (facsimile)
www.mythics.com

Contractor Point of Contact for Contract Administration
Ashlyn DiCiero Watson
Senior Contract Administrator
Mythics, LLC
4525 Main Street
Suite 1500
Virginia Beach VA 23462-3375
757-452-6293 (telephone)
757-965-9486 (facsimile)
ashlyn.diciero@emergent360.com

Other than Small

CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers:

Special Item Number 33411	Purchase of New Electronic Equipment
Special Item Number 811212	Computer and Office Machine Repair and Maintenance
Special Item Number 54151S	Information Technology Professional Services
Special Item Number 511210	Software Licenses
Special Item Number 54151	Software Maintenance Services
Special Item Number OLM	Order-Level Materials (OLM)
Special Item Number 518210C	Cloud and Cloud Related IT Professional Services
Special Item Number 518210FM	Financial Management Quality Service Management Office (FM QSMO) Core Financial Management (FM) Solutions



1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:

Note: See separate published price list for prices/service descriptions

1c. Identification of Services:

Note: See separate published price list for prices/service descriptions

2. Maximum Order: \$500,000

3. Minimum Order: \$100

4. Geographic Coverage: Domestic

5. Points of Production: Varies by Manufacturer

6. Discount from List Price or Statement of Net Price:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount:

SIN: 54151S – 2% for over \$3M in sales

SINs: 33411, 511210, 54151 (Oracle Engineered Systems, Systems Hardware and Software offerings, 811212 – 1% for over \$3M in sales

SIN: 54151 - Linux Support, VM Support offerings: 5% for \$250,001 or more in list fees

SIN: 518210C – None

SIN: 518210FM - None

8. Prompt Payment Terms: Net 30 Days

Note: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Government Purchase Card: Accepted for all purchases.



10. Foreign Item: Not Applicable.

11a. Time of Delivery:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
33411	60 Days
811212	60 Days
511210	7 Days
511210	7 Days
54151	7 Days
518210C	60 Days
518210FM	60 Days
54151S	As mutually agreed at the Task Order Level

11b. Expedited Delivery: Not Applicable.

11c. Overnight and 2-day Delivery: Not Applicable.

11d. Urgent Requirements: Not Applicable.

12. F.O.B. Point: Destination

13a. Ordering Address:

Mythics, LLC
4525 Main Street
Suite 1500
Virginia Beach VA 23462-3375

13b. Ordering Procedures:

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

14. Payment Address:

Accounts Receivable Department
Mythics, LLC
4525 Main Street
Suite 1500
Virginia Beach VA 23462-3375
757-233-7971 (telephone)
757-963-8355 (facsimile)

15. Warranty Provisions:

- Please refer to the SIN-specific terms that follow as well as the Manufacturer's commercial terms in Attachment A – Contractor Supplemental Pricelist Information and Terms.
- Mythics, LLC Professional Services under SIN 54151S – 90 days



16. Export Packing Charges: Not Applicable.

17. Terms and conditions of Government purchase card acceptance: No restrictions.

18. Terms and conditions of Rental, Maintenance, and Repair: Not Applicable.

19. Terms and conditions of Installation:

Installation and other related support services, if available for a specific manufacturer or product, is addressed in the SIN-specific terms that follow as well as the terms in Attachment A.

20. Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:

Not Applicable.

20a. Terms and conditions for any other Service:

Other services, if available for a specific manufacturer or product, are addressed in the SIN-specific terms that follow as well as the terms in Attachment A.

21. List of Service and Distribution Points: Not Applicable.

22. List of Participating Dealer: Not Applicable.

23. Preventative Maintenance: Not Applicable.

24a. Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):

Not Applicable.

24b. Section 508 Compliance Information:

Oracle – www.oracle.com/corporate/accessibility/vpats.html

The EIT standards can be found at: www.Section508.gov/ – Not Applicable.

25. Universal Entity Identifier (UEI): U2W4ZCG9WJA7

26. Notification regarding registration in System for Award Management (SAM) database:

Contractor has a current registration in SAM.

27. Description of IT Professional Services and Approved Hourly Rates:

Solutions Architect

Minimum/General Experience: 10 years

Functional Responsibility: Supports business process design related to relevant applications; performs impact and system analysis based on business requirements; collaborates with other technical teams in the exchange and transfer of technical knowledge and in the development and evolution of architecture standards, guidelines, reference architecture, and the IT Technology Roadmap; Works closely with Project Managers and Program Managers in the design, development, and implementation of the technical content defined in the Statement of Work. Recognized expert within the Company, who designs, researches and develops highly advanced applications, which may result in new product/business opportunities for the Company.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	7 years
Doctorate	4 years

Senior Solution Architect

Minimum/General Experience: 10 years

Functional Responsibility: Directs through lower level management levels. Has responsibility for managing a function that includes multiple related departments. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. This employee is also responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations for the entire directorate and throughout the company.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	7 years
Doctorate	4 years

Senior Principal Consultant

Minimum/General Experience: 7 years

Functional Responsibility: Provides objective advice, expertise and specialized skills with the aim of creating value, maximizing growth or improving the business performance of their clients. Has expertise and operates across one or more industries and variety of services such as business strategy, manpower planning, policy analysis, management controls, information technology, e- business and operations. Primarily concerned with the strategy, structure, management and operations of an organization. Identifies options with recommendations, and/or the implementation of solutions. Manages all project resources to perform tasks according to plan; sets expectations concerning deliverability, performance, maintenance, design and costs. Estimates time frames, quality and quantity of resources required to successfully implement project. Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long- range planning concerning new or projected areas of technological research and advancements.

Minimum Education: Bachelor's in Computer Science, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	4 years
Doctorate	1 year

Principal Consultant I

Minimum/General Experience: 5 years

Functional Responsibility: Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	2 years

Principal Consultant II

Minimum/General Experience: 5 years

Functional Responsibility: Recognized expert within the company, who designs, researches and develops highly advanced applications, which may result in new product/business opportunities for the company. Leads efforts to capture new business through technical work and capability briefings.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	2 years

Senior Consultant

Minimum/General Experience: 4 years

Functional Responsibility: Career level with a complete understanding and wide application of technical principles, theories and concepts. Working under only general direction, provides technical solutions to a wide range of difficult problems.

Independently determines and develops approach to solutions.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	1 year

Staff Consultant

Minimum/General Experience: 2 years

Functional Responsibility: Experienced with frequent use and application of technical standards, principles and theories. Works under general supervision, providing solutions to technical problems of moderate scope/complexity

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Associate Consultant

Minimum/General Experience: 1 year

Functional Responsibility: Experienced with limited use and/or application of technical principles. Develops solutions to routine technical problems of limited scope following detailed instructions. Work is closely supervised.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Program Manager

Minimum/General Experience: 10 years

Functional Responsibility: Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. Is responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations for the entire directorate and throughout the company.



Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	7 years
Doctorate	4 years

Project Manager I

Minimum/General Experience: 5 Years

Functional Responsibility: Supervises, coordinates, provides leadership to and reviews the work of assigned staff. Directly supervises individual contributors in technical positions and/or entry level professionals. Estimates staffing needs, assigns work, recommends candidates for employment, makes recommendations for termination, conducts performance evaluations and salary reviews for assigned staff and is responsible for the application of company policies.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	2 years

Project Manager II

Minimum/General Experience: 8 years

Functional Responsibility: Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Plans, conducts and supervises assignments, generally involving larger and more important projects or multiple projects. Evaluates and determines changes in methods or procedures in assigned area of responsibility. Determines candidates for employment/termination, conducts performance evaluations and salary reviews for assigned staff and is responsible for the application of company policies.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	5 years
Doctorate	2 years

Subject Matter Expert I

Minimum/General Experience: 7 years

Functional Responsibility: Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	4 years
Doctorate	1 year

Subject Matter Expert II

Minimum/General Experience: 10 years

Functional Responsibility: Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long-range planning concerning new or projected areas of technological research and advancements. Is instrumental in attracting/obtaining major new business.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	7 years
Doctorate	4 years

Engagement Manager

Minimum/General Experience: 1 Year

Functional Responsibility: Ensures that the requirements of a contract are known and followed. Verifies work products are in compliance with the contract. Coordinates resource schedules. Tracks, manages, and reports project hours. Ensures delivery of software, licenses, and hardware associated with project. Oversees invoicing and payment issues.

Minimum Education: Bachelor's degree.

Cloud Program Manager

Minimum/General Experience: 10 years

Functional Responsibility: Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. Is responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations, utilizing Oracle, Cloud, and Open Source technologies, for the entire directorate and throughout the company

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Educational Substitutions: 6 Years of relevant experience may be substituted for 1 year of college



Cloud Subject Matter I

Minimum/General Experience: 7 years

Functional Responsibility: Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative utilizing Oracle, Cloud, and Open Source technologies. Determines and pursues courses of action necessary to obtain desired results.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Educational Substitutions: 6 Years of relevant experience may be substituted for 1 year of college

Cloud Subject Matter II

Minimum/General Experience: 10 years

Functional Responsibility: Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long-range planning concerning new or projected areas of technological research and advancements. Is instrumental in attracting/obtaining major new business utilizing Oracle, Cloud, and Open Source technologies.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Educational Substitutions: 6 Years of relevant experience may be substituted for 1 year of college

INFORMATION TECHNOLOGY CATEGORY

IT HARDWARE SUBCATEGORY SPECIAL ITEM NUMBER 33411 PURCHASE OF NEW EQUIPMENT

The equipment is self-installable. Refer to Appendix III for additional terms and conditions

INFORMATION TECHNOLOGY CATEGORY

CLOUD AND CLOUD-RELATED IT PROFESSIONAL SERVICES SPECIAL ITEM NUMBER 518210C

Table 1: Cloud Computing Services (i.e., IaaS, etc.) Offered

SIN Description	Sub-Categories
• Commercially available cloud computing services • Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics • Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	1. Software as a Service (SaaS): Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. 2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. 3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

Pricing for Cloud Service offerings are included within Attachment A. Refer to Appendix I for additional Terms and Conditions

1) Deployment Model

Deployment models (e.g., private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

Multiple deployment model selection is permitted, but at least one model must be selected.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Eloqua Platform Table
Subscription Pricing Bands 1 - 59

Band	Contact Maximum per Month	Quantity per 10,000	Eloqua Marketing Basic GSA Price w/IFF	Eloqua Marketing Standard GSA Price w/IFF	Eloqua Marketing Enterprise GSA Price w/IFF	Eloqua Marketing Basic Add-On GSA Price w/IFF	Oracle DataFox for Eloqua GSA Price w/IFF
1	10,000	1	\$ 1,511.34	\$ 3,022.67		\$ 528.97	\$ 1,133.50
2	20,000	2	\$ 1,889.17	\$ 3,778.34		\$ 642.32	\$ 1,416.88
3	30,000	3	\$ 2,342.57	\$ 4,685.14		\$ 793.45	\$ 1,756.93
4	40,000	4	\$ 2,493.70	\$ 4,987.41		\$ 831.23	\$ 1,870.28
5	50,000	5	\$ 2,644.84	\$ 5,289.67		\$ 906.80	\$ 1,983.63
6	60,000	6	\$ 2,833.75	\$ 5,667.51		\$ 944.58	\$ 2,124.94
7	70,000	7	\$ 2,909.32	\$ 5,818.64		\$ 982.37	\$ 2,181.61
8	80,000	8	\$ 3,249.37	\$ 6,498.74		\$ 1,057.93	\$ 2,437.03
9	90,000	9	\$ 3,324.94	\$ 6,649.87		\$ 1,095.72	\$ 2,493.70
10	100,000	10	\$ 3,400.50	\$ 6,801.01		\$ 1,133.50	\$ 2,512.59
11	150,000	15	\$ 3,589.42	\$ 7,178.84		\$ 1,196.22	\$ 2,691.69
12	200,000	20	\$ 3,778.34	\$ 7,556.68		\$ 1,284.63	\$ 2,833.75
13	250,000	25	\$ 4,080.60	\$ 8,161.21		\$ 1,360.20	\$ 3,060.45
14	300,000	30	\$ 4,345.09	\$ 8,690.18		\$ 1,435.77	\$ 3,259.19
15	350,000	35	\$ 4,647.36	\$ 9,294.71		\$ 1,549.12	\$ 3,485.89
16	400,000	40	\$ 4,911.84	\$ 9,823.68		\$ 1,624.69	\$ 3,683.88
17	450,000	45	\$ 5,214.11	\$ 10,428.21		\$ 1,738.04	\$ 3,910.58
18	500,000	50	\$ 5,516.37	\$ 11,032.75	\$ 22,065.49	\$ 1,813.60	\$ 4,137.28
19	550,000	55	\$ 5,705.29	\$ 11,410.58	\$ 22,821.16	\$ 1,889.17	\$ 4,279.35
20	600,000	60	\$ 5,894.21	\$ 11,788.41	\$ 23,576.83	\$ 1,964.74	\$ 4,420.65
21	650,000	65	\$ 6,083.12	\$ 12,166.25	\$ 24,332.49	\$ 2,002.52	\$ 4,562.72
22	700,000	70	\$ 6,272.04	\$ 12,544.08	\$ 25,088.16	\$ 2,040.30	\$ 4,704.03
23	750,000	75	\$ 6,460.96	\$ 12,921.91	\$ 25,843.83	\$ 2,153.65	\$ 4,846.10
24	800,000	80	\$ 6,649.87	\$ 13,299.75	\$ 26,599.50	\$ 2,191.44	\$ 4,987.41
25	850,000	85	\$ 6,838.79	\$ 13,677.58	\$ 27,355.16	\$ 2,267.00	\$ 5,129.47
26	900,000	90	\$ 7,027.71	\$ 14,055.42	\$ 28,110.83	\$ 2,342.57	\$ 5,270.78
27	950,000	95	\$ 7,292.19	\$ 14,584.38	\$ 29,168.77	\$ 2,418.14	\$ 5,469.52
28	1,000,000	100	\$ 7,556.68	\$ 15,113.35	\$ 30,226.70	\$ 2,512.59	\$ 5,667.51
29	1,100,000	110	\$ 7,670.03	\$ 15,340.05	\$ 30,680.10	\$ 2,550.38	\$ 5,752.90
30	1,250,000	125	\$ 7,783.38	\$ 15,566.75	\$ 31,133.50	\$ 2,569.27	\$ 5,837.53
31	1,500,000	150	\$ 7,934.51	\$ 15,869.02	\$ 31,738.04	\$ 2,644.84	\$ 5,950.88
32	1,750,000	175	\$ 8,161.21	\$ 16,322.42	\$ 32,644.84	\$ 2,720.40	\$ 6,120.91
33	2,000,000	200	\$ 8,312.34	\$ 16,624.69	\$ 33,249.37	\$ 2,758.19	\$ 6,234.26
34	2,250,000	225	\$ 8,690.18	\$ 17,380.35	\$ 34,760.71	\$ 2,871.54	\$ 6,517.63
35	2,500,000	250	\$ 9,068.01	\$ 18,136.02	\$ 36,272.04	\$ 3,022.67	\$ 6,801.01
36	2,750,000	275	\$ 9,256.93	\$ 18,513.85	\$ 37,027.71	\$ 3,098.24	\$ 6,943.07
37	3,000,000	300	\$ 9,445.84	\$ 18,891.69	\$ 37,783.38	\$ 3,173.80	\$ 7,084.38
38	3,500,000	350	\$ 10,012.59	\$ 20,025.19	\$ 40,050.38	\$ 3,324.94	\$ 7,509.82
39	4,000,000	400	\$ 10,579.35	\$ 21,158.69	\$ 42,317.38	\$ 3,476.07	\$ 7,934.51
40	4,500,000	450	\$ 10,957.18	\$ 21,914.36	\$ 43,828.72	\$ 3,627.20	\$ 8,217.88
41	5,000,000	500	\$ 11,335.01	\$ 22,670.03	\$ 45,340.05	\$ 3,778.34	\$ 8,501.26
42	5,500,000	550	\$ 11,712.85	\$ 23,425.69	\$ 46,851.39	\$ 3,891.69	\$ 8,784.63
43	6,000,000	600	\$ 12,090.68	\$ 24,181.36	\$ 48,362.72	\$ 4,080.60	\$ 9,068.01

Eloqua Platform Table
Subscription Pricing Bands 1 - 59

Band	Contact Maximum per Month	Quantity per 10,000	Eloqua Marketing Basic GSA Price w/IFF	Eloqua Marketing Standard GSA Price w/IFF	Eloqua Marketing Enterprise GSA Price w/IFF	Eloqua Marketing Basic Add-On GSA Price w/IFF	Oracle DataFox for Eloqua GSA Price w/IFF
44	6,500,000	650	\$ 12,846.35	\$ 25,692.70	\$ 51,385.39	\$ 4,307.30	\$ 9,634.76
45	7,000,000	700	\$ 13,602.02	\$ 27,204.03	\$ 54,408.06	\$ 4,534.01	\$ 10,201.51
46	7,500,000	750	\$ 14,357.68	\$ 28,715.37	\$ 57,430.73	\$ 4,760.71	\$ 10,768.26
47	8,000,000	800	\$ 15,113.35	\$ 30,226.70	\$ 60,453.40	\$ 4,911.84	\$ 11,335.01
48	8,500,000	850	\$ 15,491.18	\$ 30,982.37	\$ 61,964.74	\$ 5,100.76	\$ 11,618.39
49	9,000,000	900	\$ 15,869.02	\$ 31,738.04	\$ 63,476.07	\$ 5,289.67	\$ 11,901.76
50	9,500,000	950	\$ 16,246.85	\$ 32,493.70	\$ 64,987.41	\$ 5,440.81	\$ 12,185.14
51	10,000,000	1000	\$ 16,624.69	\$ 33,249.37	\$ 66,498.74	\$ 5,591.94	\$ 12,468.51
52	15,000,000	1500	\$ 24,937.03	\$ 49,874.06	\$ 99,748.11	\$ 8,312.34	\$ 18,702.77
53	20,000,000	2000	\$ 33,249.37	\$ 66,498.74	\$ 132,997.48	\$ 11,108.31	\$ 24,937.03
54	25,000,000	2500	\$ 41,561.71	\$ 83,123.43	\$ 166,246.85	\$ 13,602.02	\$ 31,171.28
55	30,000,000	3000	\$ 43,073.05	\$ 86,146.10	\$ 172,292.19	\$ 14,357.68	\$ 32,304.79
56	40,000,000	4000	\$ 44,206.55	\$ 88,413.10	\$ 176,826.20	\$ 14,735.52	\$ 33,154.91
57	50,000,000	5000	\$ 45,340.05	\$ 90,680.10	\$ 181,360.20	\$ 15,113.35	\$ 34,005.04
58	75,000,000	7500	\$ 49,118.39	\$ 98,236.78	\$ 196,473.55	\$ 16,397.98	\$ 36,838.79
59	100,000,000	10000	\$ 52,896.73	\$ 105,793.45	\$ 211,586.90	\$ 17,607.05	\$ 39,672.54

Oracle Part # B91227**Product Description: Oracle DataFox for Eloqua Cloud Service**

Quantity per 10,000	Montly Subscription GSA Price with IFF	Quantity per 10,000	Montly Subscription GSA Price with IFF
25	\$ 2,815.62	300	\$ 6,517.63
30	\$ 2,998.46	350	\$ 6,909.04
35	\$ 3,207.02	400	\$ 7,299.75
40	\$ 3,389.17	450	\$ 7,560.45
45	\$ 3,597.73	500	\$ 7,821.16
50	\$ 3,806.30	550	\$ 8,081.86
55	\$ 3,937.00	600	\$ 8,342.57
60	\$ 4,067.00	650	\$ 8,863.98
65	\$ 4,197.70	700	\$ 9,385.39
70	\$ 4,327.71	750	\$ 9,906.80
75	\$ 4,458.41	800	\$ 10,428.21
80	\$ 4,588.41	850	\$ 10,688.92
85	\$ 4,719.11	900	\$ 10,949.62
90	\$ 4,849.12	950	\$ 11,210.33
95	\$ 5,031.96	1,000	\$ 11,471.03
100	\$ 5,214.11	1,500	\$ 17,206.55
110	\$ 5,292.66	2,000	\$ 22,942.07
125	\$ 5,370.53	2,500	\$ 28,677.58
150	\$ 5,474.81	3,000	\$ 29,720.40
175	\$ 5,631.23	4,000	\$ 30,502.52
200	\$ 5,735.52	5,000	\$ 31,284.63
225	\$ 5,996.22	7,500	\$ 33,891.69
250	\$ 6,256.93	10,000	\$ 36,498.74
275	\$ 6,387.63		



**INFORMATION TECHNOLOGY CATEGORY
IT HARDWARE SUBCATEGORY
SPECIAL ITEM NUMBER 811212
COMPUTER AND OFFICE MACHINE REPAIR AND MAINTENANCE**

HARDWARE MAINTENANCE ORDER TERMS

- 1) Service Areas
 - a. The ordering activity may access the current version of the Oracle Hardware and System Support and Oracle Exadata Technical Support Policies at <http://www.oracle.com/support/policies.html>.
- 2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.
- 3) Scope
 - a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
 - b) Equipment placed under maintenance service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.
- 4) Responsibilities
 - a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
 - b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.
- 5) Maintenance Rate Provisions
 - a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.



- i) Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
 - ii) After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in this Schedule Pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
 - iii) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.
- b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

6) HARDWARE SUPPORT SERVICES

Mfr Part #	Hardware Support Services
B58122	Oracle Customer Data & Device Retention (DDR) Service permits you to retain disk drive(s), flash cache and/or parts that may contain sensitive, confidential, or classified data that have been removed from your hardware system. The purchase price of the DDR hardware support is based on a Commercial List price that is 3% of the price you paid for the hardware product price. Please contact Mythics, LLC for assistance with calculating the purchase price of the hardware maintenance and additional product information.
B58121	Oracle Premier Support for Systems (PSS) consists of services in support of hardware systems, operating system software and integrated software (e.g., firmware). For hardware systems, this support is limited to Oracle/Sun hardware only. For Oracle/Sun servers, this support applies to the following operating systems software: Oracle Solaris, Open Solaris, Trusted Solaris8, Oracle Linux and Oracle VM. The purchase price of the (PSS) hardware support is based on a Commercial List price that is 12% of the price you paid for the hardware license. Please contact Mythics, LLC for assistance with calculating the purchase price of the hardware maintenance and additional product information.
B58123	Oracle Premier Support for Operating Systems (PSOS) consists of services in support of (i) operating system and virtualization software for Oracle Solaris, Open Solaris, Trusted Solaris 8, Oracle Linux, and Oracle VM. The purchase price of the PSOS hardware support is based on a Commercial List price that is 8% of the price you paid for the hardware license. Please contact Mythics, LLC for assistance with calculating the purchase price of the hardware maintenance and additional product information.

HARDWARE REPAIR SERVICE ORDER TERMS

- 1) Service Areas
 - a) The ordering activity may access the current version of the Oracle Hardware and System Support and Oracle Exadata Technical Support Policies at <http://www.oracle.com/support/policies.html>.

- 2) **Loss or Damage**
When the Contractor moves equipment to its location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.
- 3) **Scope**
 - a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
 - b) Equipment placed under repair service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.
- 4) **Responsibilities**
 - a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
 - b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.
- 5) **Repair Service Rate Provisions**
 - a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
 - b) **Multiple Machines:** When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
 - c) **At the Contractor/OEM's Facility**
 - i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

- ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
- d) At the Ordering Activity Location (Within Established Service Areas)
 - i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.
- e) At the Ordering Activity Location (Outside Established Service Areas)
 - i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.
- f) Labor Rates
 - i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.
 - ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified below. Periods of less than one hour will be prorated to the nearest quarter hour.
 - iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified below. Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates and Location	Minimum Charge - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor's Facility	Not Applicable	Not Applicable	Not Applicable
Ordering Activity Location (Within Established Service Areas)	Not Applicable	Not Applicable	Not Applicable
Ordering Activity Location (Outside Established Service Areas)	Not Applicable	Not Applicable	Not Applicable

- 6) Repair Parts/Spare Parts Rate Provision
 - a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.
- 7) Refer to Appendix III for additional terms and conditions

INFORMATION TECHNOLOGY CATEGORY
IT SERVICES SUBCATEGORY
SPECIAL ITEM NUMBER 54151S
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

There are no additional terms outside terms specified within a statement of work included at the task order level

INFORMATION TECHNOLOGY CATEGORY
IT SOFTWARE SUBCATEGORY
SPECIAL ITEM NUMBER 511210
SOFTWARE LICENSES

- 1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available shall be available during specified hours.
 - a) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central, Mountain or Pacific time.

Oracle Technical Support Hotline: 1-800-223-1711 24/7

- 2) Descriptions and Equipment Compatibility:

Oracle - <https://www.oracle.com/support/contact.html#united-states>
- 3) Right-to-Copy Pricing: **Outside the scope of this contract.**
- 4) Utilization Limitations

- a) Software acquisition is limited to commercial computer software defined in FARPart 2.101.
- b) When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:
 - i) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - ii) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - iii) Except as provided above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtain without restrictions.
 - iv) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - v) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
 - vi) Licensee Data belongs exclusively to Licensee, regardless of where the Data may

reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.

- vii) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

5) Conversion from Term License to Perpetual License

- a) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.
- b) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.
- c) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

Conversion is outside the scope of the contract.

6) Term License Cessation

- a) Term licenses are not eligible for conversion to a perpetual license at any time.
- b) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.
- c) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

Cessation is outside the scope of the contract.

7) Utilization Limitations for Perpetual Licenses

- a) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)
- i) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard
 - ii) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014 requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12).

To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

- b) Reallocation of Perpetual Software (Option 2 Perpetual License)
- i) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.
 - ii) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.
 - iii) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
 - iv) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.
 - v) As a matter of convenience, once the original licenses are deactivated, de-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

- vi) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
- vii) When software assets are eligible for transfer, and are fully covered under pre- paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.
- viii) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be _____ 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.

Software assets are not eligible for transfer.

- 8) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.
- 9) Refer to Appendix II for additional terms and conditions



**MISCELLANEOUS CATEGORY
COMPLEMENTARY SINs SUBCATEGORY
SPECIAL ITEM NUMBER OLM
ORDER-LEVEL MATERIALS**

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

- | | |
|---|--|
| 1) Apparel | 30) IT Solutions |
| 2) Audio Visual Products | 31) IT Training |
| 3) Audio Visual Services | 32) Language Services |
| 4) Awards | 33) Legal Services |
| 5) Background Investigations | 34) Logistical Services |
| 6) Business Administrative Services | 35) Machinery and Components |
| 7) Compensation and Benefits | 36) Mail Management |
| 8) Document Services | 37) Marine and Harbor |
| 9) Electronic Commerce | 38) Marketing and Public Relations |
| 10) Environmental Services | 39) Medical Equipment |
| 11) Facilities Maintenance and Repair | 40) Miscellaneous Furniture |
| 12) Facilities Services | 41) Musical Instruments |
| 13) Facilities Solutions | 42) Office Furniture |
| 14) Financial Services | 43) Office Management Maintenance and Repair |
| 15) Fire/Rescue/Safety/Environmental Protection Equipment | 44) Office Services |
| 16) Fitness Solutions. | 45) Packaged Furniture. |
| 17) Flags | 46) Printing and Photographic Equipment |
| 18) Flooring | 47) Protective Equipment |
| 19) Fuel Management | 48) Records Management |
| 20) Furniture Services | 49) Search and Navigation |
| 21) Healthcare Furniture | 50) Security Animals and Related Services |
| 22) Household, Dormitory & Quarters Furniture | 51) Security Services |
| 23) Human Resources | 52) Security Systems |
| 24) Identity Protection Services | 53) Signs |
| 25) Industrial Products | 54) Social Services |
| 26) Industrial Products and Services Maintenance and Repair | 55) Structures |
| 27) IT Hardware | 56) Technical and Engineering Services (non- IT) |
| 28) IT Services | 57) Telecommunications |
| 29) IT Software | 58) Testing Equipment |
| | 59) Training |

NOTE: More information related to the Order Level Materials SIN is available at gsa.gov/mascategoryrequirements.



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.

Appendix II



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/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 <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 may be 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 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-50P10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. 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

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.



ORACLE OPEN SOURCE SUPPORT SERVICES ("OSSS") GSA SUPPLEMENTAL TERMS AND CONDITIONS v012323

THESE OSSS GSA SUPPLEMENTAL TERMS AND CONDITIONS ("OSSS GSA STCs") SHALL APPLY TO OSSS THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACTOR'S GSA SCHEDULE CONTRACT ("THE CONTRACT"). THESE OSSS GSA STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE OSSS 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 services from an authorized distributor ("Contractor") under the contract.

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

The term "order" refers to the order placed under the contract inclusive of these terms expressly incorporated herein.

The term "covered programs" is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Covered Programs (available at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>) for which you have ordered Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such services.

The term "Oracle Linux Service Offering(s)", "Oracle VM Service Offering(s)", and "Oracle Verrazzano Service Offering(s)" refer to Oracle Linux, Oracle VM and Oracle Verrazzano support services respectively as defined under the Oracle Open Source Support Policies.

The term "Service Offering(s)" means the Oracle Linux Service Offering(s), the Oracle VM Service Offering(s), and the Oracle Verrazzano Service Offering(s).

The term "Support term(s)" is defined as the duration for which you have acquired the Service Offering(s).

The term "Program Documentation" refers to the Program user manual and Program installation manuals. Program Documentations may be delivered with the Oracle Linux, Oracle VM and Oracle Verrazzano Programs. You may access the documentation online at <http://oracle.com/documentation>.

The term "term" is defined as the duration for which you have acquired the Service Offering(s).

B. Service Offering(s)

Upon Contractor's acceptance of your order and subject to these OSSS GSA STCs, you have the limited right to receive the Service Offering(s) solely for your ordering activity operations and subject to the terms of the contract, including these OSSS GSA STCs, and the order.

For purposes of the order Service Offering(s) consist of Oracle's technical support services level You may have ordered from Oracle or an authorized reseller for the Service Offering(s) (If ordered, Service

Offering(s) (including initial year and all subsequent years) are provided under the Oracle Open Source Support Policies in effect at the time the Service Offering(s) are provided. The Oracle Open Source Support Policies, which are incorporated in Your Order, are subject to change at Oracle's discretion in accordance with GSA schedule Contract Clause 552.212-4(w)(vi)"; however, Oracle will not materially reduce the level of Service Offering(s) provided during the period for which fees for the Service Offering(s) have been paid. Service Offering(s) are available for certain systems, and may be subject to additional restrictions as set forth in the Oracle Open Source Support Policies. You should review the Oracle Open Source Support Policies prior to entering into the order for the applicable Service Offering(s). You may access the current version of the Oracle Open Source Support Policies at <http://www.oracle.com/contracts>

The Service Offering(s) are effective upon the effective date of Your order unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

The Service Offering(s) provided under Your Order are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Service Offering(s) under Your Order shall be provided under the terms of the appropriate license agreement that You accepted upon downloading and/or installing the Oracle Linux, Oracle VM and/or Oracle Verrazzano program(s). The Service Offering(s) may also include the right to use certain additional software or tools during the Support Term for which fees for Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

C. Oracle Linux and Oracle VM Indemnification

Provided you are a current subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), if a third party makes a claim against you, including the U.S. Government, and its officers, employees and agents, that any covered programs furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages; liabilities, costs, and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:

- Notify Oracle promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- Give Oracle 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 it needs to defend against or settle the claim.

If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the 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, then Oracle may, upon 30 days notice to you terminate your right to receive indemnification for your further use of the Covered Programs specified and refund any unused, prepaid service fees you may have paid for the Covered Programs. Notwithstanding the above, Oracle will not defend or indemnify you in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) your distribution of the Covered Programs; (b) your alteration of the Covered Programs; (c) your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Open Source Support Policies; (e) your use of the Covered Programs when you were not a subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle (g) the combination of

any Covered Programs with any products or services not provided by Oracle; (h) your claim, lawsuit, or action against a third party. For avoidance of doubt, this section specifically excludes, and no indemnification is provided for, the Verrazzano programs.

This section provides your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses.

D. Fees and Taxes

Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Contract or Your Order.

For the first term for which Service Offering(s) are ordered, the initial fees due will be calculated based upon the number of systems to be supported that are in existence as of the date of your order. For the second and all subsequent terms, the fees due will be calculated based on the total number of systems supported that are in existence as of the first day of the term(s).

In addition to the initial fees specified above, additional fees are required for the level Service Offering(s) ordered based on the maximum number of supported systems that exist simultaneously at any time during the term and in accordance with the Oracle Open Source Support Policies for the level of support you are ordering. In that regard, in the event that you decide to increase the number of supported systems, you agree that you will promptly place an order for Service Offering(s) for these systems and pay the additional relevant fees prior to increasing the number of supported systems.

For services sold in conjunction with the Service Offering(s), the fees due for the initial term and all subsequent terms will be based on the then current GSA Schedule Pricelist included in Your contract with the Contractor.

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.

Invoices for services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of the services period covered by the invoice. All service fees are invoiced after the performance of the services. Fees for all services must be paid in arrears (31.U.S.C. 3324).

E. 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, or the Web Content Accessibility Guidelines (WCAG) version 2.1 level AA, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no ACR 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 Support customers with disabilities may use the online My Oracle Support or 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/file/15195/download> (PDF), and a list of telephone numbers is available at <http://www.fcc.gov/cgb/dro/trsphonebk.html>. International hearing impaired customers should use the TRS at +1.605.224.1837. Oracle Support will respond to product accessibility issues according to the current Technical Support Policies. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of ACRs. 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 representations regarding or relating to accessibility, including any which may be contained in any non-Oracle order or ordering documentation, shall apply to the products and/or services provided.

F. Internet Protocol Version 6 (IPv6)

Prior to any customizations, the 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, requirements, including any which may be contained in any non-Oracle order or ordering documentation, shall apply to the Oracle products and/or services to be delivered pursuant to these STCs.

G. NONDISCLOSURE

By virtue of your order, Oracle and you may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under your order and these STCs. Confidential Information shall be limited to 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), we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under these STCs. Nothing shall prevent either party from disclosing the terms or pricing under these STCs or orders submitted under these STCs in any legal proceeding arising from or in connection with these STCs or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to FOIA, You will provide

Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

The parties acknowledge and agree that You and these 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.

To the extent You provide personal information to Oracle as part of any Service Offering(s) You have ordered, Oracle will comply with:

- a. the relevant Oracle privacy policies applicable to the Service Offering(s), available at <http://www.oracle.com/us/legal/privacy/overview/index.html>;
- 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/>; and
- c. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"). The version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference. Your order for Service Offering(s) may also contain additional or more specific privacy terms.

H. Term and Termination

Service Offerings shall be provided for the period of performance defined in Your order, unless earlier suspended or terminated in accordance with the terms of Your order, including these STCs. These STCs will continue to govern any order for the duration of such order. Provisions in these 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

I. Warranties, Disclaimers and Exclusive Remedies

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

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

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

ORACLE DOES NOT GUARANTEE THAT THE COVERED PROGRAMS ASSOCIATED WITH THE SERVICE OFFERING(S) (INCLUDING BUT NOT LIMITED TO THE ORACLE LINUX, ORACLE VM, OR ORACLE VERRAZZANO PROGRAMS) WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICE OFFERING(S) PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A

COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICE OFFERING(S) AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICE OFFERING(S)

J. LIMITATION OF LIABILITY

NEITHER YOU NOR ORACLE NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S AND ITS AFFILIATES' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE STCS OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID TO ORACLE UNDER THE ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF SERVICE OFFERING(S), SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID TO ORACLE UNDER SUCH ORDER FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY. THIS SECTION SHALL NOT BE CONSTRUED TO LIMIT ORACLE'S INDEMNIFICATION OBLIGATION OR YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIMS OR DAMAGES, LIABILITIES, COSTS OR EXPENSES UNDER SECTION C (ORACLE LINUX AND ORACLE VM INDEMNIFICATION) ABOVE.

The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Licensors negligence (2) fraud; or (3) for any other matter for which liability cannot be excluded by law.

K. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Service Offering(s). You agree that such export laws govern your use of any Service Offering(s) provided under the contract, 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 Service Offering(s) (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

L. Other

1. Oracle is an independent contractor and you agree that no partnership, joint venture, or agency relationship exists between you and Oracle or between Contractor and Oracle. Each party will be responsible for paying its own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendors' products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.
2. You may not assign orders or give or transfer the Service Offering(s) or an interest in them to another individual or entity. If you grant a security interest in the Service Offering(s), the secured party has no right to use or transfer those Service Offering(s) and if You decide to finance Your acquisition of any Service Offering(s), 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 separately licensed third party technology licensed under open source or similar license terms. Contractor and Oracle acknowledge that assignment of Government contracts are subject to limitations imposed by federal law, including, but not limited to, the Anti-Assignment Act, 41 USC 6305.
3. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Oracle may audit your use of the services. You agree to cooperate with Oracle's audit, and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere

with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for either A) paying any underpaid fees related to use of the services and Oracle or the Contractor, as the case may be, shall submit a contract modification to document the amount of such fees, or B) for discontinuing noncompliant use. Oracle shall not be responsible for any costs incurred by you 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 the Nondisclosure provision of these STCs.

4. The purchase of Service Offering(s) or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Service Offering(s) or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products by Oracle.
5. Except for actions for breach of Oracle's proprietary rights, any disputes arising out of or relating to these STCs shall be handled in accordance with the Contract Disputes Act, 41 U.S.C. §§7101-7109.
6. If any document incorporated by reference into these OSSS GSA STCs contains a provision (a) allowing for the automatic termination of your 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) conflicts with terms as provided in General Services Acquisition Regulation (GSAR) 552.212-4(w) then, such terms shall not apply, except that GSAR 552.212-4(w)1(iv) shall not impair any rights or remedies Oracle may have with respect to nonpayment of fees, Your unauthorized use of software or services, or Your violation of any of Oracle's proprietary rights, including intellectual property rights. If any document incorporated by reference into these OSS GSA STCs 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 such provision(s) should Federal statute permit such indemnification

M. Force Majeure

In accordance with FAR 552.212-4(f), Oracle shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by Oracle; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of Oracle. Oracle will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, you will terminate for convenience the contract unless the parties agree otherwise in writing. This section does not excuse Oracle's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for Service Offering(s) ordered or delivered.

N. Entire Agreement

You agree that these STCs and the information which is incorporated into these STCs by written reference (including reference to information contained in a URL or referenced policy), together with the underlying GSA Schedule Contract, Schedule Pricelist, the applicable order, are the complete agreement for the Service Offering(s) ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Service Offering(s) .

It is expressly agreed that 1) the terms of these STCs and 2) any Oracle terms distributed to you by Contractor and expressly included in your order, shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Service Offering(s) ordered. In the event of any inconsistencies between the terms of an order and these STCs, these STCs shall take precedence. These STCs and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of You and the Contractor. Any notice required under these STCs shall be provided to the other party in writing.