



**GENERAL SERVICES ADMINISTRATION**  
**MULTIPLE AWARD SCHEDULE**  
**AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST**

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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 GSA Advantage! ® is: <http://www.gsaadvantage.gov>.

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**CONTRACT NUMBER: GS-35F-0558U**

**Period Covered by Contract:**  
August 22, 2008 through August 21, 2023

**Price List Current Through:**  
Modification # PO-0051, dated January 19, 2021

**Contractor:**  
BIAS Corporation  
1801 Old Alabama Road, Suite 300  
Roswell, GA 30076

**Phone:**  
(770) 352-0151

**Email:**  
[gsaadmin@biascorp.com](mailto:gsaadmin@biascorp.com)

**Website:**  
[biascorp.com](http://biascorp.com)

**Business Size:**  
Small

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## CUSTOMER INFORMATION

**1a. Table Of Awarded Special Item Number(s) With Appropriate Cross-Reference To Item Descriptions And Awarded Price(s).**

Special Item No. 33411	Purchasing of New Electronic Equipment
Special Item No. 811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item No. 511210	Software Licenses
Special Item No. 54151	Software Maintenance Services
Special Item No. 518210C	Cloud & Cloud-Related IT Professional Services
Special Item No. 54151S	Information Technology (IT) Professional Services
Special Item No. OLM	Order-Level Materials

**1b. Identification Of The Lowest Priced Model Number And Lowest Unit Price For That Model For Each Special Item Number Awarded In The Contract**

SIN	MFG	Mfr Part #	Description	GSA Price
33411	Oracle America, Inc.	7107465	One DDR4 memory DIMM filler panel (for factory installation)	\$0.00
811212	Oracle America, Inc.	Multiple	Hardware Support	% varies based on HW purchase price
511210	Oracle America, Inc.	L93963	TimesTen In-Memory Database for Exalytics - Named User Plus Perpetual	\$213.00
54151	Oracle America, Inc.	Multiple	Software Update License & Support	% varies based on SW purchase price
518210C	Oracle America, Inc.	B85253	Oracle Maps Cloud Service for PeopleSoft - Hosted Employee - Monthly Subscription Price (Note 2: See the Oracle Fusion Cloud Service Global Price List Supplement for details on prerequisites and additional requirements)	\$0.01
54151S	BIAS Corporation	PRG100	Programmer, Associate	\$102.78

**1c. Hourly Rates**

Please see pages 24 through 35 for the Description of IT Services and Pricing.

**2. Maximum Order**

The maximum order value for the following Special Item Numbers is:

SIN	Description	Maximum Order
33411	Purchasing of New Electronic Equipment	\$500,000
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts	\$500,000
511210	Software Licenses	\$500,000
54151	Software Maintenance Services	\$500,000
518210C	Cloud & Cloud-Related IT Professional Services	\$500,000
54151S	Information Technology (IT) Professional Services	\$500,000
OLM	Order-Level Materials	\$500,000

Any order exceeding the maximum order threshold is subject to acceptance by BIAS Corporation.

**3. Minimum Order**

The minimum dollar value of orders to be issued is \$100.

**4. Geographic Coverage (Delivery Area)**

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

**5. Point of Production**

SIN	Description	Point of Production
33411	Purchasing of New Electronic Equipment	Varies
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts	Varies
511210	Software Licenses	United States
54151	Software Maintenance Services	Varies
518210C	Cloud & Cloud-Related IT Professional Services	United States
54151S	Information Technology (IT) Professional Services	Not Applicable
OLM	Order-Level Materials	Varies

**6. Discount From List Prices Or Statement Of Net Price**

Prices shown herein are Net (discounts deducted).

**7. Quantity Discounts**

No quantity discounts unless otherwise specified in the pricelist.

**8. Prompt Payment Terms**

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

**9. Government Purchase Cards**

Government purchase cards are accepted at or below the micro-purchase threshold and above the micro-purchase threshold.

**10. Foreign Items**

Please see the authorized price list for information regarding county of origin.

**11a. Time Of Delivery**

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

SIN	Delivery Time (Days ARO)
33411	30 days
811212	30 days
511210	7 days
54151	7 days
518210C	30 days
54151S	As agreed upon with ordering activity
OLM	As agreed upon with ordering activity

**11b. Expedited Delivery**

Quicker delivery times than those set forth in the Schedule Contract Pricelist are available from the Contractor based on the availability of product inventory. Improved delivery times in the number of days after receipt of an order (ARO) if available, are as negotiated between the ordering activity and the Contractor.

**11c. Overnight And 2-Day Delivery**

Not Applicable.

**12. F.O.B. Point**

Destination.

**13a. Ordering Address:**

BIAS Corporation  
1801 Old Alabama Road, Suite 300  
Roswell, GA 30076

**13b. Ordering Procedures**

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work
- c. FAR 8.405-3 Ordering procedures for information on Blanket Purchase Agreements (BPA's)
- d. GSAR 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials (OLM); Special Item Number OLM

- 14. Payment Address**  
BIAS Corporation  
1801 Old Alabama Road, Suite 300  
Roswell, GA 30076
- 15. Warranty Provision**  
Please see the attached Appendices for warranty provisions.
- 16. Export Packing Charges (if applicable)**  
No Applicable.
- 17. Terms And Conditions Of Government Purchase Card Acceptance (Any Thresholds Above The Micro-Purchase Level)**  
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 product is addressed within the following SIN terms and conditions and Appendices.
- 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 Services**  
Other services, if available for a specific product is addressed within the following SIN terms and conditions and Appendices.
- 21. List Of Service And Distribution Points**  
Not Applicable.
- 22. List Of Participating Dealers**  
Not Applicable.
- 23. Preventative Maintenance**  
Not Applicable.
- 24a. Special Attributes Such As Environmental Attributes**  
Not Applicable.
- 24b. Indicate That Section 508 Compliance Information Is Available On Electronic And Information Technology**  
Please contact BIAS Corporation at [gsadmin@biascorp.com](mailto:gsadmin@biascorp.com).
- 25. Data Universal Number System (DUNS) Number**  
183205462
- 26. Notification Regarding Registration In System For Award Management (SAM) Database**  
BIAS Corporation has an active registration in the SAM database.

**TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY PURCHASING OF NEW ELECTRONIC EQUIPMENT  
SPECIAL ITEM NUMBER 33411**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule.

Installation requirements and manufacturer provided support for installation varies among the products offered on this contract. Contractor will make available to the Government the manufacturer's commercially offered installation support that is provided with the purchase of the product. Contractor will make available to the Government for separate purchase optional manufacturer and non-manufacturer installation support in addition to the standard support provided with the product.

Equipment offered under this contract generally must be installed in a suitable physical environment. The Government is responsible to provide an environment meeting the specifications commercially required by the manufacturers.

- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made or applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**6. WARRANTY**

- a. Unless specified otherwise in this contract in Appendix I Oracle Hardware GSA Supplemental Terms and Conditions v040419, the manufacturer's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
  - i. Oracle America, Inc provides a limited warranty for the Sun Hardware, including the Sun Software media. Oracle America, Inc warrants that the Sun hardware will be free from material defects in materials and workmanship for one year from the date the Sun Hardware is shipped to the ordering activity. Oracle America, Inc warrants that the Sun Software media will be free from material defects in materials and workmanship for a period of 90 days from the date the Sun Software media is shipped to the ordering activity. ORACLE AMERICA, INC DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SUN HARDWARE. The details of this limited hardware warranty are provided at <http://www.oracle.com/support/policies.html> ("the warranty web page"). Any changes to

the hardware warranty details specified on the warranty web page will not apply to Sun Hardware ordered prior to such change.

- ii. No warranty will apply to the Sun Hardware or to the Sun Software media which has been:
  - a. modified, altered or adapted without Oracle America, Inc's written consent (including modification by removal of the Oracle America, Inc/Sun serial number tag on the Sun Hardware);
  - b. maltreated or used in a manner other than in accordance with the relevant documentation;
  - c. repaired by any third party in a manner which fails to meet Oracle America, Inc's quality standards;
  - d. improperly installed by any party other than Oracle America, Inc or an authorized Oracle America, Inc certified installation partner;
  - e. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
  - f. relocated without Oracle America, Inc's written consent, to the extent that problems are attributable to such relocation;
  - g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
  - h. used by parties appearing on the most current U.S. export exclusion list;
  - i. relocated to countries subject to U.S. trade embargo or restrictions;
  - j. used remotely to facilitate any activities in the countries referenced in (i) above; or
  - k. purchased from any entity other than Oracle America, Inc or an Oracle America, Inc authorized reseller.

- b. **Limitation of Liability.** THE ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDY AND ORACLE AMERICA, INC'S ENTIRE LIABILITY FOR BREACH OF THE ABOVE WARRANTY WILL BE THE REPAIR OR, AT ORACLE AMERICA, INC'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE PURCHASE PRICE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT, ARE HEREBY EXCLUDED.

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS WARRANTY (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR FAILS OF ITS ESSENTIAL PURPOSE. SOME STATE AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE ORDERING ACTIVITY.

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

#### **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

#### **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

#### **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT  
SPECIAL ITEM NUMBER 811212**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 25-mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 811212.
- b. When repair services cannot be performed at the Ordering Activity installation site, the repair services will be performed at the Manufacturer's or authorized service provider's plant(s).

**2. MAINTENANCE ORDER**

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the Government may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12-month, fiscal year period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

**3. LOSS OR DAMAGE**

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

**4. SCOPE**

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the Government agency during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- 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 Government.
  - 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's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

- iii. If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

**5. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

- a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this contract, unless agreed to by the contractor.
- b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained or repaired.

**6. RESPONSIBILITIES OF THE CONTRACTOR**

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the Government that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

**7. 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.

See price list.

- b. **REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the Government 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.

- c. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates because of the distance between the Government location and the Contractor's service area, the charge will be negotiated at the Task Order level in accordance with the current Joint Travel Regulations.

**8. WARRANTY**

Unless specified otherwise in this contract in Appendix I Oracle Hardware GSA Supplemental Terms and Conditions v040419, the manufacturer's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

**9. INVOICES AND PAYMENTS**

Invoices for hardware maintenance as a service shall be submitted by the Contractor on a quarterly basis after the completion of such period. Charges for hardware maintenance as a service must be paid in arrears in accordance with 31 U.S.C. 3324.

**10. HARDWARE SUPPORT**

Mfr Part #	Description
B58121	<p><b>Oracle Premier Support for Systems</b> - fully integrated, single-price support for system hardware, integrated software (such as firmware), and operating system software (Oracle Solaris, Oracle Linux, and Oracle VM) for both server and storage systems. Oracle de-installs nonfunctioning disk drives, flash devices, or cards containing non-volatile RAM and replaces them with equivalent Oracle-authorized replacements. The customer retains the devices allowing for secure control of any sensitive data.</p> <p>The fees for Oracle Premier Support for Systems is 12% of the net hardware systems product fees.</p>
B58122	<p><b>Oracle Customer Data and Device Retention</b> - enables the secure retention of nonfunctioning disk drives, flash devices and non-volatile RAM cards containing sensitive data that have been removed from Oracle's systems. Maintain control of data that has outlived its purpose yet is still business-critical and avoid exposure to data loss or unforeseen compromise.</p> <p>The fees for Oracle Customer Data and Device Retention is 3% of the net hardware systems product fees.</p>
B58123	<p><b>Oracle Premier Support for Operating Systems</b> - complete Operating System support and on-demand product updates for Oracle Solaris, Oracle Linux, and Oracle VM.</p> <p>The fees for Oracle Premier Support for Operating Systems is 8% of the net hardware systems product fees.</p>
B58179	<p><b>Oracle Premier Support for Systems – Renewal Partner</b> - fully integrated, single-price support for system hardware, integrated software (such as firmware), and operating system software (Oracle Solaris, Oracle Linux, and Oracle VM) for both server and storage systems. Oracle de-installs nonfunctioning disk drives, flash devices, or cards containing non-volatile RAM and replaces them</p>

	with equivalent Oracle-authorized replacements. The customer retains the devices allowing for secure control of any sensitive data.
B58180	<b>Oracle Customer Data and Device Retention – Renewal Partner</b> - enables the secure retention of nonfunctioning disk drives, flash devices and non-volatile RAM cards containing sensitive data that have been removed from Oracle's systems. Maintain control of data that has outlived its purpose yet is still business-critical and avoid exposure to data loss or unforeseen compromise.
B58181	<b>Oracle Premier Support for Operating Systems – Renewal Partner</b> - complete Operating System support and on-demand product updates for Oracle Solaris, Oracle Linux, and Oracle VM.

**TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES SPECIAL ITEM NUMBER 511210 AND SOFTWARE MAINTENANCE SPECIAL ITEM NUMBER 54151 OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

For each program for which delivery is required, acceptance shall be deemed to occur five (5) business days from the date of receipt. Orders for licenses of programs that have been delivered previously, as well as orders for technical support services, do not require delivery, and shall be deemed accepted upon the effective date of an executed order. Fees paid for programs and technical support services are non-refundable.

**2. GUARANTEE/WARRANTY**

Unless specified otherwise in this contract in Appendix II Oracle Software Programs and/or Services GSA Supplemental Terms and Conditions v040419, the manufacturer's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (888) 907-0352 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available weekdays from 8 am to 6 pm EST.

**4. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined:

Software Maintenance as a Product (SIN 511210)

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 are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

Software Maintenance as a Service (SIN 511210)

Software maintenance as a service 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 as a service includes person-to-person communications regardless of the medium used to communicate telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Additional terms and conditions for Software Maintenance are included in Appendix II Oracle Software Programs and/or Services GSA Supplemental Terms and Conditions v040419.

**5. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

## **6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- 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. The price the ordering activity shall pay will be the perpetual license price prevailing at the time of conversion from a term license to a perpetual license minus an amount equal to the conversion/upgrade credit applicable at the time of conversion.
- e. When upgrading term licenses to a longer term (including perpetual), ordering activities must maintain at least the same license configuration.

## **7. TERM LICENSE CESSATION**

Upon cessation of a term license under this Agreement, ordering activities shall discontinue use and destroy or return all copies of the programs and documentation.

## **8. UTILIZATION LIMITATIONS (SIN 511210 & 54151)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101. "Programs" includes all programs, software, databases, updates, documentation, media, and technical data licensed, developed and/or delivered to an ordering activity hereunder, all of which shall be deemed to be "commercial items" and "commercial computer software" pursuant to the FAR.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - i. Title to and ownership of the software and documentation shall remain with the Contractor or its licensors, unless otherwise specified.
  - ii. Software licenses are by ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has been licensed to use the software, even if the subdivision did not participate in the acquisition of the software, provided the terms of the applicable software license conditions (including the requisite Oracle quantity or metric limitations) are satisfied. Definitions for the licensing metrics and term designation, as well as the licensing rules are listed in Appendix I.
  - iii. Except as is provided in paragraph 8.b(2) 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 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 obtains without restrictions.
  - iv. The ordering activity shall have the limited right to use the programs ordered by it solely for its internal business operations and subject to the terms of this contract, including for Oracle software the definitions and rules set forth in Appendix I. An ordering activity may allow its agents and contractors to use the programs for this purpose, subject to the terms of this contract. Provided the terms of the applicable software license conditions (including the requisite quantity or metric limitations) are satisfied, for purposes of disaster recovery, an ordering activity has the right to transfer programs acquired hereunder to another site if the ordering activity site for which programs are acquired is deemed to be unsafe for ordering activity personnel; to copy programs to a backup computer for use when the primary computer is inoperative; and, to copy programs for safekeeping (archives) or backup purposes.
  - v. Program Documentation for Oracle software (in the form generally available) is either shipped with the programs, or an ordering activity may access the documentation online at <http://docs.oracle.com> (provided for informational purposes only).

- vi. Oracle America, Inc retains all ownership and intellectual property rights to the programs, and anything developed by Oracle America, Inc and delivered to an ordering activity under this contract resulting from Technical Support services provided hereunder. An ordering activity may make a sufficient number of copies of each program for its licensed use and one copy of each program media.
- vii. Ordering activities may not:
- Use the programs for rental, timesharing, subscription services, hosting, or outsourcing;
  - Remove or modify any program markings or any notice of Oracle America, Inc or its licensors' proprietary rights;
  - Make the programs, or materials resulting from services provided, 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 acquired);
  - Take or pass title to the programs to any other party;
  - 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 datastructures or similar materials produced by programs);
  - The duplication of the programs except for a sufficient number of copies of each program for the End User's licensed use and one copy of each program media; or
  - Disclose result of any program benchmark tests without Oracle America, Inc's prior written consent.
- c. The ordering activity shall not (a) assign, give, or transfer the Programs and/or services ordered or any interest in them to another individual or entity (and if ordering activity grants a security interest in the Programs or services, the secured party shall have no right to use or transfer the Programs or any services); or (b) ordering activity shall not use the Programs for any timesharing, subscription service, or rental of the Programs; If the ordering activity decides to finance its acquisition of the Oracle programs and/or any Oracle services, the ordering activity must follow Oracle America, Inc's policies regarding financing which are available at <http://oracle.com/contracts>.
- d. Ordering activity shall fully comply with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- e. Oracle America, Inc is a designated third-party beneficiary of the ordering activity's license agreement for Oracle software, equipment, and services.
- f. The Uniform Computer Information Transactions Act shall not apply to this Agreement.
- g. Some programs may include source code that Oracle America, Inc may provide as part of its standard shipment of such programs and such source code delivered is subject to the terms of the agreement, ordering documentation and program documentation.
- h. If Oracle America, Inc includes with the programs ordered any additional programs, such additional programs may be used by the ordering activity for trial, non-production purposes only. The ordering activity has 30 days from the delivery date to evaluate the additional programs, subject to the terms of the ordering activity license agreement. If the ordering activity decides to use any trial program after the 30-day trial period, the ordering activity must obtain a license for such programs from Contractor. If the ordering activity decides not to obtain a license for the trial program after the 30-day trial period, the ordering activity will cease using and will delete any such program from the ordering activity's system. Trial programs are provided "as is" and Contractor does not provide technical support or offer any warranties for such programs.

## **9. SOFTWARE CONVERSIONS (SIN 511210)**

Provided an ordering activity has continuously maintained Technical Support services for the relevant license set, in the event an ordering activity desires to change the operating system or the computer system on which the Oracle America, Inc Software is running and requires the shipment of new binary software, the ordering activity may acquire the additional set(s) of CD Packs for the Programs for the new operating system or computer system.

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the 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), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

Programs are available for use on many computer hardware/operating system combinations. Call the Contractor at the phone numbers listed for any questions related to product availability.

A complete description of each Oracle America, Inc's software product and a list of equipment on which the software can be used, as well as a brief introductory explanation of the modules and documentation that are offered, are available at <http://www.oracle.com/products/> and in Oracle America, Inc's Software Investment Guide at <http://www.oracle.com/corporate/pricing/>, both of which are referenced for informational purposes only.

**11. MIGRATION**

A license migration is a means of contractually modifying an ordering activity's Oracle America, Inc's licenses purchased under older license metrics to take advantage of current license metrics. Contractor shall provide migrations of software hereunder in accordance with Oracle America, Inc's migration policies in effect at the time of a migration. Ordering activities should obtain a quote from Contractor for any license migration.

**12. INVOICES AND PAYMENT**

Invoices for software licenses shall be submitted by the Contractor at the time of the order. Invoices for software maintenance as a service shall be submitted by the Contractor on a quarterly basis after the completion of such period. Charges for software maintenance as a service must be paid in arrears in accordance with 31 U.S.C. 3324.

**13. SOFTWARE MAINTENANCE PRICING**

Mfr Part #	Description
A97163	<p><b>Oracle Software Update License &amp; Support</b> - software maintenance as a service 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 as a service includes person to person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.</p> <p>The fees for Oracle Software Update License &amp; Support is 22% of the net software license fees.</p>
B35470	<p><b>Oracle Software Update License &amp; Support – Renewal Partner</b> - software maintenance as a service 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 as a service includes person to person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.</p>

**TERMS AND CONDITIONS APPLICABLE TO CLOUD & CLOUD-RELATED IT PROFESSIONAL SERVICES  
SPECIAL ITEM NUMBER 518210C**

**1. SCOPE**

The prices, terms and conditions stated under Special Item Number (SIN) 518210c Cloud & Cloud-Related It Professional Services apply exclusively to Cloud & Cloud-Related It Professional Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run-in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 54151S).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected per each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories.

See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See **Table 1** for a representation of the scope and sub-categories.

SIN Description	Sub-Categories <sup>1</sup>
<ul style="list-style-type: none"> <li>Commercially available cloud computing services</li> </ul>	<p><b>1. Software as a Service (SaaS):</b> Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available.</p>
<ul style="list-style-type: none"> <li>Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics</li> </ul>	<p><b>2. Platform as a Service (PaaS):</b> 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.</p>
<ul style="list-style-type: none"> <li>Open to all deployment models (private, public, community or hybrid), vendors specify deployment models</li> </ul>	<p><b>3. Infrastructure as a Service (IaaS):</b> Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.</p>

**2. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

- a. **Acceptance Testing**  
Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.
- b. **Training**  
If training is provided commercially the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges.
- c. **Information Assurance/Security Requirements**  
The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.
- d. **Related Professional Services**  
The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

- e. Performance of Cloud & Cloud-Related It Professional Services  
The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate Cloud & Cloud-Related It Professional Services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

- f. Reporting  
The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

### 3. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Ordering Activity is responsible for indicating the Cloud & Cloud-Related It Professional Services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models. Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

- a. Ordering Activity Information Assurance/Security Requirements Guidance
  - i. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.
  - ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work.<sup>1</sup> The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.
  - iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud & Cloud-Related It Professional Services.
  - iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the Cloud & Cloud-Related It Professional Services, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.<sup>2</sup>
  - v. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.
- b. Deployment Model  
If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).
- c. Delivery Schedule  
The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers.
- d. Interoperability  
Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.
- e. Performance of Cloud & Cloud-Related It Professional Services  
The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

- f. Reporting  
The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the initial requirement.
- g. Privacy  
The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122<sup>3</sup> and OMB memos M-06-16<sup>4</sup> and M-07-16<sup>5</sup>. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.
- h. Accessibility  
The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).
- i. Geographic Requirements  
Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).
- j. Data Ownership and Retrieval and Intellectual Property  
Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government's use of the cloud provider's service.
- Virtual machine configurations created by the government but operating on the cloud provider's service.
- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

<sup>1</sup>Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems").

<sup>2</sup>MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011.

<sup>3</sup>NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"

<sup>4</sup>OMB memo M-06-16: Protection of Sensitive Agency Information  
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf>

<sup>5</sup>OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information  
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

- k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:

- Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.
- Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

I. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

**4. GUIDANCE FOR CONTRACTORS**

This section offers guidance for interpreting the Contractor Description Requirements in Table 2, including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as Cloud & Cloud-Related It Professional Services under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-1457.

Contractors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

In addition, contractors submitting services for listing under this SIN are encouraged to select a subcategory for each service proposed under this SIN with respect to a single principal NIST cloud service model that most aptly characterizes the service. Service model categorization is optional.

Both service and deployment model designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection.

a. NIST Essential Characteristics

**General Guidance**

NIST’s essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

**Table 2: Guidance on Meeting NIST Essential Characteristics**

Characteristic	Capability	Guidance
On-demand self-service	<ul style="list-style-type: none"> <li>• Ordering activities can directly provision services without requiring Contractor intervention.</li> <li>• This characteristic is typically implemented via a service console or programming interface for provisioning</li> </ul>	<p>Government procurement guidance varies on how to implement on-demand provisioning at this time.</p> <p>Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or annual payments on what are essentially on demand services.</p> <p>Services under this SIN must be capable of true on- demand self-service, and ordering activities and Contractors must negotiate how they implement on</p>

		<p>demand capabilities in practice at the task order level:</p> <ul style="list-style-type: none"> <li>• Ordering activities must specify their procurement approach and requirements for on-demand service</li> <li>• Contractors must propose how they intend to meet the approach</li> <li>• Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.</li> </ul>
Broad Network Access	<ul style="list-style-type: none"> <li>• Ordering activities are able to access services over standard agency networks</li> <li>• Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones</li> </ul>	<ul style="list-style-type: none"> <li>• Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service</li> <li>• Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non- cloud networks and services. For example, a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.</li> </ul>
Resource Pooling	<p>Pooling distinguishes cloud services from offsite hosting</p> <ul style="list-style-type: none"> <li>• Ordering activities draw resources from a common pool maintained by the Contractor</li> <li>• Resources may have general characteristics such as regional location</li> </ul>	<ul style="list-style-type: none"> <li>• The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them.</li> <li>• Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement</li> <li>• Similar concerns apply to software and platform models; automated provisioning from a pool is required</li> <li>• Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However, the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.</li> </ul>
Rapid Elasticity	<p>Rapid provisioning and de-provisioning commensurate with demand</p>	<ul style="list-style-type: none"> <li>• Procurement guidance for on-demand self-service applies to rapid elasticity as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually negotiate other contractual arrangements for procurement and payment.</li> <li>• 'Rapid' should be understood as measured in minutes and hours, not days or weeks.</li> <li>• Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required.</li> </ul>

		<ul style="list-style-type: none"> <li>Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.</li> </ul>
Measured Service	Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service	<ul style="list-style-type: none"> <li>Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements.</li> <li>Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured</li> <li>Contractors must specify that measured service is available and the general sort of metrics and mechanisms available</li> </ul>

**Inheriting Essential Characteristics**

Cloud services may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example, a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Services inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

**Assessing Broad Network Access**

Typically, broad network access for public deployment models implies high bandwidth access from the public internet for authorized users. In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

**Resource Pooling and Private Cloud**

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

b. NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof), that most closely describes their offering, using the definitions in The NIST Definition of Cloud Computing SP 800-145. The following guidance is offered for the proper selection of service models.

NIST’s service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing services of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as “Storage as a Service” would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed

as “LAMP as a Service” or “Database as a Service” would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as “Travel Facilitation as a Service” or “Email as a Service” would be properly characterized as species of Software as a Service (SaaS) for this SIN. However, Contractors can and should include appropriate descriptions (include commercial marketing terms) of the service in the full descriptions of the service’s capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

- i. **Visibility to the Ordering Activity.** Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.
- ii. **Primary Focus of the Service.** Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation, the Contractor should select the service model that is their primary focus. Alternatively, contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.
- iii. **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity’s primary actual consumer or operator of the service. For example, services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.
- iv. **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 3 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

**Table 3: Guidance on Mapping to NIST Service Models**

Service Model	Guidance
<p>IaaS Infrastructure as a Service</p>	<p>Select an IaaS model for service-based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices.</p> <ul style="list-style-type: none"> <li>• IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting</li> <li>• The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device.</li> </ul> <p>Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks. Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.</p>
<p>PaaS Platform as a Service</p>	<p>Select a PaaS model for service-based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application.</p> <ul style="list-style-type: none"> <li>• A complete platform can deploy an entire application. Complete platforms can be proprietary or open source</li> <li>• Partial platforms can deploy a component of an application which combined with other components make up the entire deployment</li> <li>• PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service</li> </ul>

	<ul style="list-style-type: none"> <li>• The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service.</li> <li>• A limited range of configuration options for the platform service may be available.</li> </ul> <p>Examples of complete PaaS services include:</p> <ul style="list-style-type: none"> <li>• A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application,</li> <li>• a Windows .Net platform ready to deploy a .Net application,</li> <li>• A custom complete platform ready to develop and deploy a customer application in a proprietary language</li> <li>• A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services.</li> </ul> <p>The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform. PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:</p> <ul style="list-style-type: none"> <li>• A database service ready to deploy a customer's tables, views and procedures,</li> <li>• A queuing service ready to deploy a customer's message definitions</li> <li>• A security service ready to deploy a customer's constraints and target applications for continuous monitoring</li> </ul> <p>The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function.</p> <p>Note that both the partial and complete PaaS examples all have two things in common:</p> <ul style="list-style-type: none"> <li>• They are software services, which offer significant core functionality out of the box</li> <li>• They must be configured with customer data and structures to deliver results</li> </ul> <p>As noted in IaaS, operating systems represent a grey area in that OS is definitely a platform service but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.</p>
<p>SaaS Software as a Service</p>	<p>Select a SaaS model for service-based equivalents of software applications.</p> <ul style="list-style-type: none"> <li>• SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting</li> <li>• The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides.</li> </ul> <p>Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example, an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically, only the Contractor would be permitted to configure aspects of the software for all users.</p> <p>Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.</p> <p>Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general, these sorts of systems should be considered SaaS, per guidance in this document.</p>

c. 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.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

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.

**Table 4: Guidance for Selecting a Deployment Model**

Service 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.

**5. WARRANTY**

Unless specified otherwise in this contract in Appendix III Oracle Cloud Services GSA Supplemental Terms and Conditions v040419, the manufacturer’s standard commercial warranty as stated in the contract’s commercial pricelist will apply to this contract.

**6. INVOICES AND PAYMENT**

Invoices for Cloud Computer Services as a service shall be submitted by the Contractor on a quarterly basis after the completion of such period. Charges for Cloud Computer Services as a service must be paid in arrears in accordance with 31 U.S.C. 3324.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES  
SPECIAL ITEM NUMBER 54151S**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made, and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation - May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
  - i. Cancel the stop-work order; or
  - ii. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:
  - i. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

- ii. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

## **9. INDEPENDENT CONTRACTOR**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

- a. Definitions.

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

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

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.
- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements–Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by:
  - i. The offeror;

- ii. Subcontractors; and/or
- iii. Divisions, subsidiaries, or affiliates of the offeror under a common control.

### 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

### 14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

### 15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order

### 16. DESCRIPTION OF IT SERVICES AND PRICING

#### Oracle Apps Tech

**High-Level Tasks/Project Responsibilities:** Designing and developing technical solutions for Oracle Applications including conversions, extensions, interfaces and reports. These consultants will possess a deep understanding of the Oracle E-Business Suite technical architecture. Develop technical design documents for Conversions, extensions, interfaces, and reports.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience.

**Experience:** At least 2 years experience with Oracle Applications in a technical role

#### Oracle Apps Tech, Senior

**High-Level Tasks/Project Responsibilities:** Designing and developing technical solutions for Oracle Applications including conversions, extensions, interfaces and reports. These consultants will possess a deep understanding of the Oracle E-Business Suite technical architecture. Develop technical design documents for Conversions, extensions, interfaces, and reports.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience.

**Experience:** At least 5 years experience with Oracle Applications in a technical role

#### Oracle Apps Tech, Architect

**High-Level Tasks/Project Responsibilities:** Designing and developing technical solutions for Oracle Applications including conversions, extensions, interfaces and reports. These consultants will possess a deep understanding of the Oracle E-Business Suite technical architecture. Develop technical design documents for Conversions, extensions, interfaces, and reports.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience.

**Experience:** At least 8 years experience with Oracle Applications in a technical role

#### Oracle Applications Functional Consultant

**High-Level Tasks/Project Responsibilities:** Gathers and documents requirements and create business process models based on client requirements. Facilitate process design workshops and document the resulting solutions. Map and apply industry leading practices to client's unique requirements and processes. Configures the applications to meet the client's business requirements. Prepares functional design specifications and works closely with the technical team in associated technical scope like conversions, interfaces, reports, and extensions. Coordinates multiple testing iterations to confirm client's business requirements have been met.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience

**Experience:** At least 2 years experience with Oracle Applications in a functional capacity

#### Oracle Applications Functional Consultant, Senior

**High-Level Tasks/Project Responsibilities:** Gathers and documents requirements and create business process models based on client requirements. Facilitate process design workshops and document the resulting solutions. Map and apply industry leading practices to client's unique requirements and processes. Configures the applications to meet client's business requirements. Prepares functional design specifications and works closely with the technical team in associated technical scope like conversions, interfaces, reports, and extensions. Coordinates multiple testing iterations to confirm client's business requirements have been met.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience.

**Experience:** At least 5 years experience with Oracle Applications a functional capacity

#### **Oracle Applications Functional Consultant, SME**

**High-Level Tasks/Project Responsibilities:** Gathers and documents requirements and create business process models based on client requirements. Facilitate process design workshops and document the resulting solutions. Map and apply industry leading practices to client's unique requirements and processes. Configures the applications to meet client's business requirements. Prepares functional design specifications and works closely with the technical team in associated technical scope like conversions, interfaces, reports, and extensions. Coordinates multiple testing iterations to confirm client's business requirements have been met.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience.

**Experience:** At least 8 years experience with Oracle Applications in a functional capacity

#### **Oracle Data Warehouse Developer**

**High-Level Tasks/Project Responsibilities:** Data Modeling, developing ETL mappings using ETL Tools or PL/SQL programming, and developing Reports & Analysis using tools from Oracle and other vendors. Designs and builds proof-of-concept solutions. Creates functional and Technical Specs for Data Warehouse Design. Designs and implements dashboards and scorecards.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience.

**Experience:** At least 2 years of data warehouse development experience

#### **Oracle Data Warehouse Developer, Senior**

**High-Level Tasks/Project Responsibilities:** Data Modeling, developing ETL mappings using ETL Tools or PL/SQL programming, and developing Reports & Analysis using tools from Oracle and other vendors. Designs and builds proof-of-concept solutions. Creates functional and Technical Specs for Data Warehouse Design. Designs and implements dashboards and scorecards.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience.

**Experience:** At least 5 years of data warehouse development experience

#### **Oracle Data Warehouse Architect**

**High-Level Tasks/Project Responsibilities:** Solution design, architecture, and hands-on implementation of complex systems utilizing a variety of industry standard Data Modeling, ETL, Reporting & Analytical tools from Oracle and other vendors. Designs and implements Dashboards and scorecards. Identifies and manage project risks, issues and conflicts.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience.

**Experience:** At least 8 years experience designing and implementing data warehouses

#### **Oracle Integration Developer**

**High-Level Tasks/Project Responsibilities:** Designs, develops, and implements Oracle Fusion Middleware products/tools-based applications and non-Oracle middleware products. Designs and build best practice architectures for Portal, BI, Web Services, J2EE, Integration, Collaboration and Fusion Applications. Designs and Builds High Availability Middleware Architectures including Clustering, load balancing, Disaster Recovery, Backup and Recovery. Provides application and technology blueprints, roadmaps, optimization, and migration strategies.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience.

**Experience:** At least 2 years of Oracle Integration development experience

#### **Oracle Integration Developer, Senior**

**High-Level Tasks/Project Responsibilities:** Designs, develops, and implements Oracle Fusion Middleware products/tools-based applications and non-Oracle middleware products. Designs and build best practice architectures for Portal, BI, Web Services, J2EE, Integration, Collaboration and Fusion Applications. Designs and Builds High Availability Middleware Architectures including Clustering, load balancing, Disaster Recovery, Backup and Recovery. Provides application and technology blueprints, roadmaps, optimization, and migration strategies.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience.

**Experience:** At least 5 years of Oracle Integration experience

#### **Oracle Integration Architect**

**High-Level Tasks/Project Responsibilities:** Designs, develops, and implements Oracle Fusion Middleware products/tools-based applications and non-Oracle middleware products. Designs and build best practice architectures for Portal, BI, Web Services, J2EE, Integration, Collaboration and Fusion Applications. Designs and Builds High Availability Middleware Architectures including Clustering, load balancing, Disaster Recovery, Backup and Recovery. Provides application and technology blueprints, roadmaps, optimization, and migration strategies.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, Engineering or equivalent experience.

**Experience:** At least 8 years of Oracle Integration experience

**Apps Tech**

**High-Level Tasks/Project Responsibilities:** Designing and developing technical solutions for enterprise applications including conversions, extensions, interfaces and reports. These consultants will possess a deep understanding of the application's technical architecture. Develop technical design documents for conversions, extensions, interfaces, and reports.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration or Engineering or equivalent experience

**Experience:** At least 2 years experience with enterprise applications in either a technical role

**Apps Tech, Senior**

**High-Level Tasks/Project Responsibilities:** Designing and developing technical solutions for enterprise applications including conversions, extensions, interfaces and reports. These consultants will possess a deep understanding of the application's technical architecture. Develop technical design documents for Conversions, extensions, interfaces, and reports.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 5 years experience with enterprise applications in a technical role

**Apps Tech, Architect**

**High-Level Tasks/Project Responsibilities:** Designing and developing technical solutions for enterprise applications including conversions, extensions, interfaces and reports. These consultants will possess a deep understanding of the application's technical architecture. Develop technical design documents for Conversions, extensions, interfaces, and reports.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 8 years experience with enterprise applications in a technical role

**Applications Functional Consultant**

**High-Level Tasks/Project Responsibilities:** Gathers and documents requirements and create business process models based on client requirements. Facilitate process design workshops and document the resulting solutions. Map and apply industry leading practices to client's unique requirements and processes. Configures the applications to meet client's business requirements. Prepares functional design specifications and works closely with the technical team in associated technical scope like conversions, interfaces, reports, and extensions. Coordinates multiple testing iterations to confirm client's business requirements have been met.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 2 years experience with applications in a functional capacity

**Applications Functional Consultant, Senior**

**High-Level Tasks/Project Responsibilities:** Gathers and documents requirements and create business process models based on client requirements. Facilitate process design workshops and document the resulting solutions. Map and apply industry leading practices to client's unique requirements and processes. Configures the applications to meet client's business requirements. Prepares functional design specifications and works closely with the technical team in associated technical scope like conversions, interfaces, reports, and extensions. Coordinates multiple testing iterations to confirm client's business requirements have been met.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 5 years of applications experience in a functional capacity

**Applications Functional Consultant, SME**

**High-Level Tasks/Project Responsibilities:** Gathers and documents requirements and create business process models based on client requirements. Facilitate process design workshops and document the resulting solutions. Map and apply industry leading practices to client's unique requirements and processes. Configures the applications to meet client's business requirements. Prepares functional design specifications and works closely with the technical team in associated technical scope like conversions, interfaces, reports, and extensions. Coordinates multiple testing iterations to confirm client's business requirements have been met.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 8 years experience with enterprise applications in a functional capacity

### **Data Warehouse Developer**

**High-Level Tasks/Project Responsibilities:** Data Modeling, developing ETL mappings using ETL Tools or SQL programming, and developing Reports & Analysis using tools from various vendors. Designs and builds proof-of-concept solutions. Creates functional and Technical Specs for Data Warehouse Design. Designs and implements dashboards and scorecards.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 2 years of data warehouse development

### **Data Warehouse Developer, Senior**

**High-Level Tasks/Project Responsibilities:** Data Modeling, developing ETL mappings using ETL Tools or SQL programming, and developing Reports & Analysis using tools from various vendors. Designs and builds proof-of-concept solutions. Creates functional and Technical Specs for Data Warehouse Design. Designs and implements dashboards and scorecards.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 5 of data warehouse development experience

### **Data Warehouse Architect**

**High-Level Tasks/Project Responsibilities:** Solution design, architecture, and hands-on implementation of complex systems utilizing a variety of industry standard Data Modeling, ETL, Reporting & Analytical tools from various vendors. Designs and implements Dashboards and scorecards. Identifies and manage project risks, issues and conflicts.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 8 years of data warehouse implementation experience

### **Integration Developer**

**High-Level Tasks/Project Responsibilities:** Designs, develops, and implements middleware products/tools-based applications. Designs and build best practice architectures for Portal, BI, J2EE, Integration, and Enterprise Applications. Designs and Builds High Availability Middleware Architectures including Clustering, load balancing, Disaster Recovery, Backup and Recovery. Provides application and technology blueprints, roadmaps, optimization, and migration strategies.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 2 years of integration experience

### **Integration Developer, Senior**

**High-Level Tasks/Project Responsibilities:** Designs, develops, and implements middleware products/tools-based applications. Designs and build best practice architectures for Portal, BI, J2EE, Integration, and Enterprise Applications. Designs and Builds High Availability Middleware Architectures including Clustering, load balancing, Disaster Recovery, Backup and Recovery. Provides application and technology blueprints, roadmaps, optimization, and migration strategies.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 5 years of integration experience

### **Integration Architect**

**High-Level Tasks/Project Responsibilities:** Designs, develops, and implements middleware products/tools-based applications. Designs and build best practice architectures for Portal, BI, J2EE, Integration, and Enterprise Applications. Designs and Builds High Availability Middleware Architectures including Clustering, load balancing, Disaster Recovery, Backup and Recovery. Provides application and technology blueprints, roadmaps, optimization, and migration strategies.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 8 years of integration experience

### **Remote Database Administrator**

**High-Level Tasks/Project Responsibilities:** Performs maintenance of databases, monitoring of standards and procedures, and integration of systems through database design. Install, configure, troubleshoot, and maintain a database system. Implement, configure, and troubleshoot database instances, replication, backup, partitions, storage, and access. Monitor and optimize system performance using index tuning, disk optimization, and other methods. Set user privileges within the database environment.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 2 years of database administration experience

### **Remote Database Administrator, Senior**

**High-Level Tasks/Project Responsibilities:** Performs maintenance of databases, monitoring of standards and procedures, and integration of systems through database design. Install, configure, troubleshoot, and maintain a database system. Implement, configure, and troubleshoot database instances, replication, backup, partitions, storage, and access. Monitor and optimize system performance using index tuning, disk optimization, and other methods. Set user privileges within the database environment.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 5 years of database administration experience

### **Database Administrator**

**High-Level Tasks/Project Responsibilities:** Performs maintenance of databases, monitoring of standards and procedures, and integration of systems through database design. Install, configure, troubleshoot, and maintain a database system. Implement, configure, and troubleshoot database instances, replication, backup, partitions, storage, and access. Monitor and optimize system performance using index tuning, disk optimization, and other methods. Set user privileges within the database environment.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 2 years of database administration experience

### **Database Administrator, Senior**

**High-Level Tasks/Project Responsibilities:** Performs maintenance of databases, monitoring of standards and procedures, and integration of systems through database design. Install, configure, troubleshoot, and maintain a database system. Implement, configure, and troubleshoot database instances, replication, backup, partitions, storage, and access. Monitor and optimize system performance using index tuning, disk optimization, and other methods. Set user privileges within the database environment.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 5 years of database administration experience

### **Database Designer/Architect**

**High-Level Tasks/Project Responsibilities:** Performs database designs and configures database to match requirements. Performs maintenance of databases, monitoring of standards and procedures, and integration of systems through database design. Install, configure, troubleshoot, and maintain a database system. Implement, configure, and troubleshoot database instances, replication, backup, partitions, storage, and access. Monitor and optimize system performance using index tuning, disk optimization, and other methods. Set user privileges within the database environment.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 8 years of database design experience

### **Project Manager**

**High-Level Tasks/Project Responsibilities:** Create and maintain project plan that communicates tasks, milestone dates, status and resource allocation. Utilize software life-cycle methodology. Coordinate delivery of development and production releases that meet quality assurance standards. Assist technical team in design and development tasks. Assist test team in creating test plans and testing efforts.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 2 years of project management experience

### **Project Manager, Senior**

**High-Level Tasks/Project Responsibilities:** Create and maintain project plan that communicates tasks, milestone dates, status and resource allocation. Utilize software life-cycle methodology. Coordinate delivery of development and production releases that meet quality assurance standards. Assist technical team in design and development tasks. Assist test team in creating test plans and testing efforts.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 5 years of project management experience

### **Program Manager**

**High-Level Tasks/Project Responsibilities:** Oversee the planning and execution of multiple projects/ programs. Create and maintain project plan that communicates tasks, milestone dates, status and resource allocation. Utilize software life-cycle

methodology. Coordinate delivery of development and production releases that meet quality assurance standards. Assist technical team in design and development tasks. Assist test team in creating test plans and testing efforts.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 8 years of project/ program management experience

**QA Engineer, Mid-level**

**High-Level Tasks/Project Responsibilities:** Creates and executes test plans, test cases and test scripts. Identifies and documents product defects. Evaluates software and associated documents for compliance with specified requirements, and test results for adherence to test plans. Evaluates the products of a given software development activity to determine the correctness and consistency with respect to the products and standards provided as input to the activity. Evaluates and makes recommendations for solutions regarding problems associated with development efforts.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** 3-5 years experience as a QA Engineer

**QA Engineer, Senior**

**High-Level Tasks/Project Responsibilities:** Creates and executes test plans, test cases and test scripts. Identifies and documents product defects. Evaluates software and associated documents for compliance with specified requirements, and test results for adherence to test plans. Evaluates the products of a given software development activity to determine the correctness and consistency with respect to the products and standards provided as input to the activity. Evaluates and makes recommendations for solutions regarding problems associated with development efforts.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** at least 6 years experience as a QA Engineer

**Business Analyst, Associate**

**High-Level Tasks/Project Responsibilities:** Consults with business users and customers to analyze and document business requirements. Facilitate process design workshops and document the resulting solutions. Map and apply industry leading practices to client's unique requirements and processes. Configures the applications to meet client's business requirements. Prepares functional design specifications and works closely with the technical team in associated technical scope like conversions, interfaces, reports, and extensions. Coordinates multiple testing iterations to confirm client's business requirements have been met.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 2 years experience as a business analyst

**Business Analyst, Mid-Level**

**High-Level Tasks/Project Responsibilities:** Consults with business users and customers to analyze and document business requirements. Facilitate process design workshops and document the resulting solutions. Map and apply industry leading practices to client's unique requirements and processes. Configures the applications to meet client's business requirements. Prepares functional design specifications and works closely with the technical team in associated technical scope like conversions, interfaces, reports, and extensions. Coordinates multiple testing iterations to confirm client's business requirements have been met.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** 3-5 years of experience as a business analyst

**Business Analyst, Senior**

**High-Level Tasks/Project Responsibilities:** Consults with business users and customers to analyze and document business requirements. Facilitate process design workshops and document the resulting solutions map and apply industry leading practices to client's unique requirements and processes. Configures the applications to meet client's business requirements. Prepares functional design specifications and works closely with the technical team in associated technical scope like conversions, interfaces, reports, and extensions. Coordinates multiple testing iterations to confirm client's business requirements have been met.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** 6+ years experience as a business analyst

**Programmer, Associate**

**High-Level Tasks/Project Responsibilities:** Codes, and tests software based upon software specifications and designs. Uses sound software engineering principles to ensure that developed code is modifiable efficient, reliable, understandable, and fault

tolerant. Provides software process management software process management and control throughout the coding portion of the software development process.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 2 years of programming experience

#### **Programmer, Mid-Level**

**High-Level Tasks/Project Responsibilities:** Codes, and tests software based upon software specifications and designs. Uses sound software engineering principles to ensure that developed code is modifiable efficient, reliable, understandable, and fault tolerant. Provides software process management software process management and control throughout the coding portion of the software development process.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** 4-6 years of experience as a programmer

#### **Programmer, Senior**

**High-Level Tasks/Project Responsibilities:** Codes, and tests software based upon software specifications and designs. Uses sound software engineering principles to ensure that developed code is modifiable efficient, reliable, understandable, and fault tolerant. Provides software process management software process management and control throughout the coding portion of the software development process.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 7 years of programming experience.

#### **Business Integration Consultant 1**

**High-Level Tasks/Project Responsibilities:** apply their advanced skills and experience in systems development, detailed knowledge of business processes, technical background and supervisory skills to implement business solutions. On Accenture projects, Business Integration Consultants provide direction to project teams and interact with clients at the supervisory level. A Business Integration Consultant (1) is qualified to perform tasks such as:

- Develop functional and technical information system designs.
- May supervise analysts in the development of software designs, computer programming, system testing or training curricula
- Lead business process redesign teams in the development of new business process architectures.
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Develop teamwork plans
- Perform workflow analyses
- Design and manage databases
- Define information systems requirements
- Assist in project budget preparation

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 2 years of experience in information systems implementation, change management efforts or business process redesign and may possess a security clearance.

#### **Business Integration Consultant 2**

**High-Level Tasks/Project Responsibilities:** apply their advanced skills and experience in systems development, detailed knowledge of business processes, technical background and supervisory skills to implement business solutions. On Accenture projects, Business Integration Consultants provide direction to project teams and interact with clients at the supervisory level. A Business Integration Consultant (2) is qualified to perform tasks such as:

- Develop functional and technical information system designs.
- May supervise analysts in the development of software designs, computer programming, system testing or training curricula
- Lead business process redesign teams in the development of new business process architectures.
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Develop teamwork plans
- Perform workflow analyses
- Design and manage databases
- Define information systems requirements
- Assist in project budget preparation

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 4 years of experience in information systems implementation, change management efforts or business process redesign and may possess a security clearance.

#### **Business Integration Consultant 3**

**High-Level Tasks/Project Responsibilities:** apply their advanced skills and experience in systems development, detailed knowledge of business processes, technical background and supervisory skills to implement business solutions. On Accenture projects, Business Integration Consultants provide direction to project teams and interact with clients at the supervisory level. A Business Integration Consultant (3) is qualified to perform tasks such as:

- Develop functional and technical information system designs.
- May supervise analysts in the development of software designs, computer programming, system testing or training curricula
- Lead business process redesign teams in the development of new business process architectures.
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Develop teamwork plans
- Perform workflow analyses
- Design and manage databases
- Define information systems requirements
- Assist in project budget preparation

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 6 years of experience in information systems implementation, change management efforts or business process redesign and may possess a security clearance.

#### **Business Integration Consultant 4**

**High-Level Tasks/Project Responsibilities:** apply their advanced skills and experience in systems development, detailed knowledge of business processes, technical background and supervisory skills to implement business solutions. On Accenture projects, Business Integration Consultants provide direction to project teams and interact with clients at the supervisory level. A Business Integration Consultant (4) is qualified to perform tasks such as:

- Develop functional and technical information system designs.
- May supervise analysts in the development of software designs, computer programming, system testing or training curricula
- Lead business process redesign teams in the development of new business process architectures.
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Develop teamwork plans
- Perform workflow analyses
- Design and manage databases
- Define information systems requirements
- Assist in project budget preparation

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 8 years of experience in information systems implementation, change management efforts or business process redesign and may possess a security clearance.

#### **Business Integration Senior Manager**

**High-Level Tasks/Project Responsibilities:** apply their broad management skills and specialized functional and technical expertise to lead complex, large projects in delivering client solutions or to manage the operations of multiple Accenture projects. Business Integration Senior Managers provide subject matter expertise in industry, process or technology areas. A Business Integration Senior Manager (1) is qualified to perform such tasks as:

- Plan and manage the work of information systems project teams
- Design and implement new organization structures
- Conceptual design and development of training curricula
- Work with client executives to facilitate organizational change programs and realize business goals
- Lead clients through streamlining, reengineering and transforming business processes
- Ensure consistency of quality across multiple projects
- Manage client contracts

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 8 years of experience in information systems implementation, change management efforts or business process redesign and may possess a security clearance.

**Business Integration Partner**

**High-Level Tasks/Project Responsibilities:** possesses overall accountability for business solution programs. Business Integration Partners are responsible for product delivery and financial management of client engagements. A Business Integration Partner performs independent quality assurance reviews of program performance and deliverables to ensure that contractual obligations are being met. Business Integration Partners also are recognized experts in the areas of business process redesign, technical architecture, organizational change or specific industries. They lend thought leadership to engagement teams in developing creative solutions to client business problems.

**Education & Other Credentials:** Bachelors Degree in Computer Science, Management Information Systems, Computer Information Systems, Business Administration, or Engineering or equivalent experience.

**Experience:** At least 12 years of experience in information systems implementation, change management efforts or business process redesign and may possess a security clearance.

### Labor Category Hourly Rates

<u>SKU#</u>	<u>Labor Category</u>	<u>GSA Rate</u>
OAT100	Oracle Apps Tech	\$123.33
OAT200	Oracle Apps Tech, Senior	\$154.15
OAT300	Oracle Apps Tech, Architect	\$179.85
OAF100	Oracle Applications Functional Consultant	\$128.46
OAF200	Oracle Applications Functional Consultant, Senior	\$169.58
OAF300	Oracle Applications Functional Consultant, SME	\$190.13
ODW100	Oracle Data Warehouse Developer	\$123.33
ODW200	Oracle Data Warehouse Developer, Senior	\$149.02
ODW300	Oracle Data Warehouse Architect	\$190.13
OID100	Oracle Integration Developer	\$123.33
OID200	Oracle Integration Developer, Senior	\$159.29
OID300	Oracle Integration Architect	\$190.13
AP100	Apps Tech	\$123.33
AP200	Apps Tech, Senior	\$159.30
AP300	Apps Tech, Architect	\$190.13
AF100	Applications Functional Consultant	\$133.59
AF200	Applications Functional Consultant, Senior	\$174.70
AF300	Applications Functional Consultant, SME	\$190.13
DW100	Data Warehouse Developer	\$123.33
DW200	Data Warehouse Developer, Senior	\$149.02
DW300	Data Warehouse Architect	\$190.13
ID100	Integration Developer	\$123.33
ID200	Integration Developer, Senior	\$159.30
ID300	Integration Architect	\$190.13
RD100	Remote Database Administrator	\$118.19
RD200	Remote Database Administrator, Senior	\$149.02
DB100	Database Administrator	\$123.33
DB200	Database Administrator, Senior	\$174.70
DB300	Database Designer/Architect	\$174.70
PM100	Project Manager	\$149.02
PM200	Project Manager, Senior	\$174.70
PM300	Program Manager	\$174.70
QA100	QA Engineer, Mid-level	\$102.78
QA200	QA Engineer, Senior	\$149.02
BA100	Business Analyst, Associate	\$102.78
BA200	Business Analyst, Mid-Level	\$128.47
BA300	Business Analyst, Senior	\$149.02
PRG100	Programmer, Associate	\$102.78
PRG200	Programmer, Mid-Level	\$128.46
PRG300	Programmer, Senior	\$159.30
BIC100	Business Integration Consultant 1	\$113.11
BIC200	Business Integration Consultant 2	\$153.92
BIC300	Business Integration Consultant 3	\$202.40
BIC400	Business Integration Consultant 4	\$251.61
BIS100	Business Integration Senior Manager	\$238.39
BIP100	Business Integration Partner	\$322.26

**PREAMBLE**

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Jeff Harvey, 770-352-0151, gsaadmin@biascorp.com.



(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

## BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.





## ORACLE HARDWARE GSA SUPPLEMENTAL TERMS AND CONDITIONS v103119

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

### A. Definitions

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

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

The term “contract” refers to the Contractor’s GSA Schedule contract.

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

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

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

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

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

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

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

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

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

## **B. Hardware Composition**

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

## **C. Rights Granted**

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

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

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

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

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

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

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

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

#### **D. Ownership and Restrictions**

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

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

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

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

You may not:

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

## E. Warranties, Disclaimers and Exclusive Remedies

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

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

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

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

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

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

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

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

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

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

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

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

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

**YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **F. Technical Support**

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

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

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

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

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

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

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

## **G. Intellectual Property Indemnification**

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

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

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

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

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

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

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

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

**I. Other**

1. Oracle programs, including the operating system, integrated software, any programs installed on the hardware and/or documentation, delivered in accordance with the terms and conditions of the contract are “commercial computer software” pursuant to the applicable Federal Acquisition Regulation (“FAR”). Pursuant to FAR 12.212(b), use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to these Hardware STCs.
2. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle’s policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.
3. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle’s then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Hardware STCs.
4. **Accessibility**  
The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at [www.oracle.com/us/corporate/accessibility](http://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](mailto:accessible_ww@oracle.com). In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. 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](http://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 is 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 SOFTWARE PROGRAMS AND/OR SERVICES GSA SUPPLEMENTAL TERMS AND CONDITIONS v103119**

**THESE ORACLE SOFTWARE PROGRAM AND/OR SERVICES GSA SUPPLEMENTAL TERMS AND CONDITIONS (“GSA STCs”) SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACTOR (THE “CONTRACTOR”) UNDER THE CONTRACTOR’S GSA SCHEDULE CONTRACT (“THE CONTRACT”). 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 Schedule contract.

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

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

The term “services” refers to 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. The parties acknowledge that the terms of this agreement do not apply to such third party technology.

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 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.

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. 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 SOFTWARE 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 EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) FRAUD; OR (2) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

## H. 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 Software STCs.

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 [www.oracle.com/us/corporate/accessibility](http://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](mailto:accessible_ww@oracle.com). In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. 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 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. 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 lpv6 (if any) and that no other terms, conditions, statements or any other such representations regarding or related to IPv6 shall apply to the Oracle products 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.

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. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor 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 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. You shall be responsible for either for discontinuing noncompliant use or paying any underpaid fees related to use of the programs, and Oracle or the Contractor, as the case may be, shall submit an invoice to document the amount of such fees. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then neither You nor Oracle shall be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

11. 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.

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

13. 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.

14. 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.

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 the 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 date of your order 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. The version of the Oracle License Definitions 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 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; (c) requiring the governing law to be anything other than Federal law, and/or (d) directly conflicts with terms as provided in General Services Administration Acquisition

Regulation (GSAR) 552.232-78 then, such terms shall not apply, except that GSAR 552.232.78 (a)(4) shall not impair any rights or remedies Oracle may have with respect to Your 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 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.





## 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 PERFORMANCNE, 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 SERIVCES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO 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 AFFILIAITES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXAMPLARY 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](http://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](mailto:accessible_ww@oracle.com). In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. 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.