



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW1011

PeopleSoft Contract ID: Various

Contract Title: Oracle Services, Hardware and Software

Contract Issuance Date: 11/21/2016

Contract Supplier: Various

Addendum # 14

Addendum Date: 08/18/2022

OMES Point of Contact:

Contracting Officer: Joseph Farani

Phone Number: 405-521-6668

E-mail address: Joseph.Farani@omes.ok.gov

Addendum Information: Contract extension

This Addendum is issued to extend the current contract through 11/16/2022.



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

This Ninth Amendment to the State of Oklahoma Master Agreement for Products and/or Services, Oklahoma Statewide Contract No. 1011, entered into between the parties effective on November 21, 2016, including all supplements and amendments thereto ("SW1011" or "Oracle Contract No. US-GMA-208341") is made this 10th day of August 2022, between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Oracle America, Inc. ("Vendor"). This Ninth Amendment supplements and amends SW1011. Unless otherwise indicated herein, capitalized terms used in this Ninth Amendment without definition shall have the respective meanings specified in the SW1011.

For good and valuable consideration, the parties agree as follows:

1. The term of SW1011 is extended for ninety (90) days through November 16, 2022 at the prices set forth in SW1011; and
2. Exhibit F to SW1011 is deleted in its entirety and replaced with Attachment A.

Except as expressly modified by this Ninth Amendment, all terms or provisions of the SW1011 not addressed herein remain as executed by the parties and in full force and effect.

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Ninth Amendment and to bind their respective Party thereto.

STATE:

Authorized Signature

Jerry Moore

Printed Name

Chief Information Officer

Title

Aug 17, 2022

Date

VENDOR:

DocuSigned by:

Authorized Signature

Elizabeth Hwang

Printed Name

Director, Pub Sect DMgmt

Title

16-Aug-2022 | 2:50 PM PDT

Date

As of Amendment Nine to the Master Agreement, the following pricing and discounts may be applied to the orders for the following services placed under the Contract pursuant to the terms and conditions set forth in the applicable ordering documents.

A. Pricing and Discounts for Consulting Services

Level of Resource	Country	Daily Rates	Hourly Rates
9 - Sr. Practice/Tech Director	USA	\$2,657.78	\$332.22
8 - Practice/Tech Director	USA	\$2,416.16	\$302.02
7 - Practice/Tech Manager	USA	\$2,083.94	\$260.49
6T - Senior Principal Consultant	USA	\$1,932.93	\$241.62
5 - Principal Consultant	USA	\$1,691.31	\$211.41
4 - Senior Consultant	USA	\$1,389.29	\$173.66
3 - Staff Consultant	USA	\$1,208.08	\$151.01
2 - Associate Consultant	USA	\$906.06	\$113.26

Level of Resource	Country	Daily Rates	Hourly Rates
9 - Sr. Practice/Tech Director	Canada	\$2,657.78	\$332.22
8 - Practice/Tech Director	Canada	\$2,416.16	\$302.02
7 - Practice/Tech Manager	Canada	\$2,083.94	\$260.49
6T - Senior Principal Consultant	Canada	\$1,932.93	\$241.62
5 - Principal Consultant	Canada	\$1,691.31	\$211.41
4 - Senior Consultant	Canada	\$1,389.29	\$173.66
3 - Staff Consultant	Canada	\$1,208.08	\$151.01
2 - Associate Consultant	Canada	\$906.06	\$113.26

Level		Daily Rates	Hourly Rates
NA-Cloud-IN-L8 Director-Remote		\$1,001.26	\$125.16
NA-Cloud-IN-L7 Tech.Mgr-Remote		\$734.04	\$91.76
NA-Cloud-IN-L6 Sen.Prin-Remote		\$574.49	\$71.81
NA-Cloud-IN-L5 Principal-Remote		\$421.52	\$52.69
NA-Cloud-IN-L4 Senior-Remote		\$321.06	\$40.13
NA-Cloud-IN-L3 Staff-Remote		\$279.70	\$34.96
NA-Cloud-IN-L2 Associate-Remote		\$231.77	\$28.97

B. Pricing and Discounts for Advanced Customer Support Services

Rates for orders placed between the effective date of Amendment Nine and November 16, 2022				
		1-30 days	31-60 days	61-90 days
		0%	3%	5%
Senior ACS Engineer	\$402.96	\$402.96	\$390.91	\$382.85
ACS Engineer	\$339.13	\$339.13	\$325.76	\$343.09
Technical Account Manager I	\$339.13	\$339.13	\$325.76	\$343.09

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

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

From the effective date of the Contract until November 16, 2022, the Customer may purchase Oracle University products and services at a 14.14% discount off the Oracle University Price List in effect at the time Customer places the student registration for training. Oracle University's Price List is available at <http://education.oracle.com>. These discounts may not be used in conjunction with any other discounts or special promotions offered by Oracle University.



OKLAHOMA

CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000052133
 MYTHICS INC
 4525 MAIN ST STE 1500
 VIRGINIA BEACH VA 23462-3375
 USA

Contract ID 0000000000000000000000004960			Page 1 of 1	
Contract Dates 11/21/2016 to 11/16/2022		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1011 Oracle America U.S.A.			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	43232304 / Oracle Database Management System Software	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002
2	81112205 / Oracle Database Management System Software Maintenance	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002
3	86101601 / Oracle Training Services	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002
4	80101508 / Oracle Business Intelligence Consulting Services	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002
5	81111805 / Oracle Licensed Systems Maintenance or Support	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002
6	80141605 / Oracle Promotional Marketing Products	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002

COMMENTS:

Contract Period: 11/21/2021 - 11/16/2022
 Agreement Period: 11/21/2016 - 11/16/2022

Contact Information:

Randy (Stageberg) Dorsay | Strategic Markets Account Manager | Mythics Inc.
 1439 N. Great Neck Rd., Suite 201 | Virginia Beach, VA 23454
 757-963-5493 (O) | 757-416-2719 (M) | 757-965-9486 (F) | rstageberg@mythics.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW1011

PeopleSoft Contract ID: Various

Contract Title: Oracle Services, Hardware and Software

Contract Issuance Date: 11/21/2016

Contract Supplier: Various

Addendum # 12

Addendum Date: 02/06/2022

OMES Point of Contact:

Contracting Officer: Joseph Farani

Phone Number: 405-521-6668

E-mail address: Joseph.Farani@omes.ok.gov

Addendum Information: Contract extension

<p>This Addendum is issued to extend the current contract through 05/20/2022.</p>

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

This Seventh Amendment to the State of Oklahoma Master Agreement for Products and/or Services, Oklahoma Statewide Contract No. 1011, entered into between the parties effective on November 21, 2016, including all supplements and amendments thereto ("SW1011" or "Oracle Contract No. US-GMA-208341") is made this 3rd day of February 2022, between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Oracle America, Inc. ("Vendor"). This Seventh Amendment supplements and amends SW1011. Unless otherwise indicated herein, capitalized terms used in this Seventh Amendment without definition shall have the respective meanings specified in the SW1011.

For good and valuable consideration, the parties agree as follows:

1. The term of SW1011 is extended for ninety (90) days to May 20, 2022 at the prices set forth in SW1011; and
2. Exhibit F to SW1011 is deleted in its entirety and replaced with Attachment A.

Except as expressly modified by this Seventh Amendment, all terms or provisions of the SW1011 not addressed herein remain as executed by the parties and in full force and effect.

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Seventh Amendment and to bind their respective Party thereto.

STATE:



Authorized Signature

Jerry Moore

Printed Name

Chief Information Officer

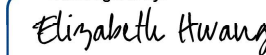
Title

Feb 4, 2022

Date

VENDOR:

DocuSigned by:



Authorized Signature

Elizabeth Hwang

Printed Name

Director, U.S. Public Sector Deal Management

Title

03-Feb-2022 | 1:09 PM PST

Date



Attachment A
Exhibit F
SERVICE/PRICE LIST

As of Amendment Seven to the Master Agreement, the following pricing and discounts may be applied to the orders for the following services placed under the Contract pursuant to the terms and conditions set forth in the applicable ordering documents.

A. Pricing and Discounts for Consulting Services.

Level of Resource	Country	Daily Rates	Hourly Rates
9 - Sr. Practice/Tech Director	USA	\$2,657.78	\$332.22
8 - Practice/Tech Director	USA	\$2,416.16	\$302.02
7 - Practice/Tech Manager	USA	\$2,083.94	\$260.49
6T - Senior Principal Consultant	USA	\$1,932.93	\$241.62
5 - Principal Consultant	USA	\$1,691.31	\$211.41
4 - Senior Consultant	USA	\$1,389.29	\$173.66
3 - Staff Consultant	USA	\$1,208.08	\$151.01
2 - Associate Consultant	USA	\$906.06	\$113.26

Level of Resource	Country	Daily Rates	Hourly Rates
9 - Sr. Practice/Tech Director	Canada	\$2,657.78	\$332.22
8 - Practice/Tech Director	Canada	\$2,416.16	\$302.02
7 - Practice/Tech Manager	Canada	\$2,083.94	\$260.49
6T - Senior Principal Consultant	Canada	\$1,932.93	\$241.62
5 - Principal Consultant	Canada	\$1,691.31	\$211.41
4 - Senior Consultant	Canada	\$1,389.29	\$173.66
3 - Staff Consultant	Canada	\$1,208.08	\$151.01
2 - Associate Consultant	Canada	\$906.06	\$113.26

Level		Daily Rates	Hourly Rates
NA-Cloud-IN-L8 Director-Remote		\$1,001.26	\$125.16
NA-Cloud-IN-L7 Tech.Mgr-Remote		\$734.04	\$91.76
NA-Cloud-IN-L6 Sen.Prin-Remote		\$574.49	\$71.81
NA-Cloud-IN-L5 Principal-Remote		\$421.52	\$52.69
NA-Cloud-IN-L4 Senior-Remote		\$321.06	\$40.13
NA-Cloud-IN-L3 Staff-Remote		\$279.70	\$34.96
NA-Cloud-IN-L2 Associate-Remote		\$231.77	\$28.97

B. Pricing and Discounts for Advanced Customer Support Services

Rates for orders placed between February 20, 2022 and May 20, 2022		1-30 days	31-60 days	61-90 days
		0%	3%	5%
Senior ACS Engineer	\$402.96	\$402.96	\$390.91	\$382.85
ACS Engineer	\$339.13	\$339.13	\$325.76	\$343.09
Technical Account Manager I	\$339.13	\$339.13	\$325.76	\$343.09

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

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

From the effective date of the Contract until May 20, 2022, the Customer may purchase Oracle University products and services at a 14.14% discount off the Oracle University Price List in effect at the time Customer places the student registration for training. Oracle University's Price List is available at <http://education.oracle.com>. These discounts may not be used in conjunction with any other discounts or special promotions offered by Oracle University.



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW1011

PeopleSoft Contract ID: Various

Contract Title: Oracle Services, Hardware and Software

Contract Issuance Date: 11/21/2016

Contract Supplier: Various

Addendum # 11

Addendum Date: 11/29/2021

OMES Point of Contact:

Contracting Officer: Joseph Farani

Phone Number: 405-550-1386

E-mail address: Joseph.Farani@omes.ok.gov

Addendum Information: Contract extension

<p>This Addendum is issued to extend the current contract through 02/19/2022.</p>



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

This Sixth Amendment to the State of Oklahoma Master Agreement for Products and/or Services, Oklahoma Statewide Contract No. 1011, entered into between the parties effective on November 21, 2016, including all supplements and amendments thereto ("SW1011" or "Oracle Contract No. US-GMA-208341") is made this 22nd day of October 2021, between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Oracle America, Inc. ("Vendor"). This Sixth Amendment supplements and amends SW1011. Unless otherwise indicated herein, capitalized terms used in this Sixth Amendment without definition shall have the respective meanings specified in the SW1011.

For good and valuable consideration, the parties agree as follows:

1. The term of SW1011 is extended for ninety (90) days to February 19, 2022 at the prices set forth in SW1011 and in effect for the final renewal option period; and
2. Exhibit F to SW1011 is deleted in its entirety and replaced with Attachment A.

Except as expressly modified by this Sixth Amendment, all terms or provisions of the SW1011 not addressed herein remain as executed by the parties and in full force and effect.

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Sixth Amendment and to bind their respective Party thereto.

STATE:

Authorized Signature

Jerry Moore

Printed Name

Chief Information Officer

Title

Nov 15, 2021

Date

VENDOR:

DocuSigned by:

Authorized Signature

Celeste Martinez

Printed Name

Contracts Manager

Title

12-Nov-2021 | 1:22 PM PST

Date



Attachment A
Exhibit F
SERVICE/PRICE LIST

As of Amendment Six to the Master Agreement, the following pricing and discounts may be applied to the orders for the following services placed under the Contract pursuant to the terms and conditions set forth in the applicable ordering documents.

A. Pricing and Discounts for Consulting Services.

Level of Resource	Country	Daily Rates	Hourly Rates
9 - Sr. Practice/Tech Director	USA	\$2,657.78	\$332.22
8 - Practice/Tech Director	USA	\$2,416.16	\$302.02
7 - Practice/Tech Manager	USA	\$2,083.94	\$260.49
6T - Senior Principal Consultant	USA	\$1,932.93	\$241.62
5 - Principal Consultant	USA	\$1,691.31	\$211.41
4 - Senior Consultant	USA	\$1,389.29	\$173.66
3 - Staff Consultant	USA	\$1,208.08	\$151.01
2 - Associate Consultant	USA	\$906.06	\$113.26

Level of Resource	Country	Daily Rates	Hourly Rates
9 - Sr. Practice/Tech Director	Canada	\$2,657.78	\$332.22
8 - Practice/Tech Director	Canada	\$2,416.16	\$302.02
7 - Practice/Tech Manager	Canada	\$2,083.94	\$260.49
6T - Senior Principal Consultant	Canada	\$1,932.93	\$241.62
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4 - Senior Consultant	Canada	\$1,389.29	\$173.66
3 - Staff Consultant	Canada	\$1,208.08	\$151.01
2 - Associate Consultant	Canada	\$906.06	\$113.26

Level		Daily Rates	Hourly Rates
NA-Cloud-IN-L8 Director-Remote		\$1,001.26	\$125.16
NA-Cloud-IN-L7 Tech.Mgr-Remote		\$734.04	\$91.76
NA-Cloud-IN-L6 Sen.Prin-Remote		\$574.49	\$71.81
NA-Cloud-IN-L5 Principal-Remote		\$421.52	\$52.69
NA-Cloud-IN-L4 Senior-Remote		\$321.06	\$40.13
NA-Cloud-IN-L3 Staff-Remote		\$279.70	\$34.96
NA-Cloud-IN-L2 Associate-Remote		\$231.77	\$28.97

B. Pricing and Discounts for Advanced Customer Support Services

Rates for orders placed between November 21, 2020 and February 19, 2022		1-30 days	31-60 days	61-90 days
		0%	3%	5%
Senior ACS Engineer	\$402.96	\$402.96	\$390.91	\$382.85
ACS Engineer	\$339.13	\$339.13	\$325.76	\$343.09
Technical Account Manager I	\$339.13	\$339.13	\$325.76	\$343.09

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

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

From the effective date of the Contract until February 19, 2022, the Customer may purchase Oracle University products and services at a 14.14% discount off the Oracle University Price List in effect at the time Customer places the student registration for training. Oracle University's Price List is available at <http://education.oracle.com>. These discounts may not be used in conjunction with any other discounts or special promotions offered by Oracle University.



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW1011

PeopleSoft Contract ID: Various

Contract Title: Oracle Services, Hardware and Software

Contract Issuance Date: 11/21/2016

Contract Supplier: Various

Addendum # 10

Addendum Date: 09/16/2021

OMES Point of Contact:

Contracting Officer: Joseph Farani

Phone Number: 405-550-1386

E-mail address: Joseph.Farani@omes.ok.gov

Addendum Information: OMES Lockbox Service

<p>This Addendum is issued to offer a new option for OMES Lockbox Procedures. Awarded Suppliers may contact the Contracting Officer for details.</p>



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW1011

PeopleSoft Contract ID: Various

Contract Title: Oracle Services, Hardware and Software

Contract Issuance Date: 11/21/2016

Contract Supplier: Various

Addendum # 9

Addendum Date: 12/04/2020

OMES Point of Contact:

Contracting Officer: Joseph Farani

Phone Number: 405-550-1386

E-mail address: Joseph.Farani@omes.ok.gov

Addendum Information:

Addendum 9 is issued to extend this statewide contract for the period of 11/21/2020 – 11/20/2021.



OKLAHOMA

CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000052133
 MYTHICS INC
 4525 MAIN ST STE 1500
 VIRGINIA BEACH VA 23462-3375
 USA

Contract ID 000000000000000000004960			Page 1 of 1	
Contract Dates 11/21/2016 to 11/20/2021		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1011 Oracle America U.S.A.			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: AGENCY(S) - 09000				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	43232304 / Oracle Database Management System Software	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002
2	81112205 / Oracle Database Management System Software Maintenance	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002
3	86101601 / Oracle Training Services	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002
4	80101508 / Oracle Business Intelligence Consulting Services	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002
5	81111805 / Oracle Licensed Systems Maintenance or Support	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002
6	80141605 / Oracle Promotional Marketing Products	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0002

COMMENTS:

Contract Period: 11/21/2020 - 11/20/2021
 Agreement Period: 11/21/2016 - 11/20/2021

Contact Information:

Randy (Stageberg) Dorsay | Strategic Markets Account Manager | Mythics Inc.
 1439 N. Great Neck Rd., Suite 201 | Virginia Beach, VA 23454
 757-963-5493 (O) | 757-416-2719 (M) | 757-965-9486 (F) | rstageberg@mythics.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



OKLAHOMA

CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000265207
 ORACLE AMERICA INC
 500 ORACLE PKWY
 REDWOOD CITY CA 94065-1677
 USA

Contract ID 000000000000000000004879			Page 1 of 1	
Contract Dates 11/21/2016 to 11/20/2021		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1011 Oracle America U.S.A.			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: AGENCY(S) - 09000				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	43232304 / Oracle Database Management System Software	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
2	81112205 / Oracle Database Management System Software Maintenance	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
3	86101601 / Oracle Training Services	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
4	80101508 / Oracle Business Intelligence Consulting Services	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
5	81111805 / Oracle Licensed Systems Maintenance or Support	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
6	80141605 / Oracle Promotional Marketing Products	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	

COMMENTS:

SW1011 Oracle License and Services Agreement

Contract Period: 11/21/2020 - 11/20/2021

Agreement Period: 11/21/2016 - 11/20/2021

Contact OMES Service desk to order off this contract
 3115 N. Lincoln

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Jennifer McCaulla

CONTRACT
State of Oklahoma

Dispatch via Print

Supplier 0000077348
RFD & ASSOCIATES INC
401 CAMP CRAFT RD
AUSTIN TX 78746
USA

Contract ID 0000000000000000000005019			Page 1 of 1	
Contract Dates 11/15/2017 to 11/20/2021		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1011 -Oracle			Contract Maximum 0.00	
TYPE: AGENCY(S) - 09000				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	43232304 / Oracle Database Management System Software	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
		EA		0001		
2	81112205 / Oracle Database Management System Software Maintenance	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
		EA		0001		
3	86101601 / Oracle Training Services	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
		EA		0001		
4	80101508 / Oracle Business Intelligence Consulting Services	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
		EA		0001		
5	81111805 / Oracle Licensed Systems Maintenance or Support	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
		EA		0001		

COMMENTS:

Contract Period: 11/21/2020 - 11/20/2021
Agreement Period: 10/10/2017 - 11/20/2021

Contact Information:
Ann Presley Burnham
401 Camp Craft Rd.
Austin, TX 78746
512-762-1360
aburnham@rfdinc.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Jennifer McCaulla



Notice of Statewide Contract Award

Contract Title: Oracle Products and Services (EA)

Statewide Contract #: SW1011

Contract Issuance Date: 11/22/2016

Total Number of Vendors: 2 (For details see: Awarded Vendor Information Sheet)

Contract Period: 11/21/2016 – 11/20/2017

Agreement Period: 11/21/2016 – 11/20/2021

Authorized Users: This is for OMES only. Please contact the service Desk for purchases.

Type of Contract: Discount from List for products / Hourly Rates and Daily Rates for Services

OMES Contact: Rickey Thomas

Email: Rickey.Thomas@omes.ok.gov

Contract Information:

All purchases by Oklahoma state agencies must go through OMES – Information Services Division by contacting the OMES Servicedesk.



Awarded Supplier Information

Supplier Name: Oracle America

Supplier ID #: 0000265207

Supplier Address: 500 Oracle Pkwy

City: Redwood City

State: CA

Zip Code: 94065

Contact Person Name: Craig Oliver

Phone #: 1-830-714-4615

Title:

Fax #: 1- - -

Email: Craig.A.Oliver@oracle.com

Website:

Authorized Location: ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

Contract ID #: 4879

Delivery:

Minimum Order:

P/Card Accepted: ☒ Yes

☐ No

Other:



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 11/22/2016

Statewide Contract #: SW1011

Oracle Software, Hardware and Related Services

Addendum Date: 10/10/2017

Addendum #: This Addendum One (1) is issued to add Mythics Inc. as an authorized reseller for Oracle from a Period of 10/10/2017 – 11/21/2017



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 11/22/2016

Statewide Contract #: SW1011

Oracle Software, Hardware and Related Services

Addendum Date: 11/15/2017

Addendum #: This Addendum Two (2) is issued to add RFD and Associates, Inc.. as an authorized reseller for Oracle from a Period of 11/15/2017 – 11/20/2017



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 11//21/2016

Statewide Contract #: SW1011

Contract Title: Oracle Software, Hardware and Related Services

Addendum Date: 11/21/2017

Addendum #: Addendum Three (3) is issued to renew the contract period of SW1011 for the period of 11/21/2017 – 11/20/2018



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 11//21/2016

Statewide Contract #: SW1011

Contract Title: Oracle Software, Hardware and Related Services

Addendum Date: 12/04/2017

Addendum #: Addendum Four (4) is issued to renew the contract period of SW1011 for the period of 11/21/2017 – 11/20/2018 for Mythics as a reseller.



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 11//21/2016

Statewide Contract #: SW1011

Contract Title: Oracle Software, Hardware and Related Services

Addendum Date: 12/04/2017

Addendum #: Addendum Five (5) is issued to renew the contract period of SW1011 for the period of 11/21/2017 – 11/20/2018 for RFD & Associates Inc. as a reseller.



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 11/21/2016

Statewide Contract #: SW1011

Contract Title: Oracle Services, Hardware and Software

Addendum Date: 11/16/2018

Addendum #: 6

Addendum six (6) is to renew the Contract agreement through 11/3/2018. Any question in regards to this Addendum please contact contracting officer below:

Rickey M. Thomas – 405-522-8160
Email – rickey.thomas@omes.ok.gov



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW1011

PeopleSoft Contract ID: Various

Contract Title: Oracle Services, Hardware and Software

Contract Issuance Date: 11/21/2016

Contract Supplier: Various

Addendum # 7

Addendum Date: 12/03/2019

OMES Point of Contact:

Contracting Officer: Joseph Farani

Phone Number: 405-550-1386

E-mail address: Joseph.Farani@omes.ok.gov

Addendum Information: Contract extension

Addendum 7 is issued to extend this statewide contract for the period of 11/21/2019 – 11/20/2020.



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW1011

PeopleSoft Contract ID: Various

Contract Title: Oracle Services, Hardware and Software

Contract Issuance Date: 11/21/2016

Contract Supplier: Various

Addendum # 8

Addendum Date: 06/23/2020

OMES Point of Contact:

Contracting Officer: Joseph Farani

Phone Number: 405-550-1386

E-mail address: Joseph.Farani@omes.ok.gov

Addendum Information: _____

****OMES Central Purchasing is Relocating****

This addendum is to announce the physical address change for the Office of Management and Enterprise Services (OMES) Central Purchasing Division (CP), and the address for Administrative Fee check submission, is as follows:

2401 N. Lincoln Blvd., Ste. 116, Oklahoma City, OK 73105.

Effective 6.15.2020, all correspondence, remittance and notifications should be sent to the address provided above.



State of Oklahoma

Office of Management and Enterprise Services

STATE OF OKLAHOMA MASTER AGREEMENT FOR PRODUCTS AND/OR SERVICES

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

The parties agree to the terms and conditions as follows:

1. Scope

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

2. Order of Precedence

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

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

3. Definitions

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

A. Acquisition

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

B. Addendum

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

C. Contract

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

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

D. Contract Document

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

E. Customer

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

F. Destination

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

G. Hardware

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

H. Indemnified Parties

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

I. Integrated Software

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

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

J. Operating System

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

K. Products

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

L. Programs

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

M. Program Documentation

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

N. Purchase Card

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

O. Schedule

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

P. Separate Terms

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

Q. Separately Licensed Third Party Technology

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

R. Service Offerings

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

4. Term of Contract

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

5. Ordering, Inspection and Acceptance

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

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

6. Product and Services Scope

A. Products

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

B. Services

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

7. Pricing

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

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

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

8. Invoices and Payment

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

The following terms additionally apply:

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

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

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

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

9. Termination for Non-appropriation

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

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

10. Notices

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

If sent to the State:

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

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

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

If sent to Vendor:

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

11. Choice of Law

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

12. Choice of Venue

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

13. Conflict of Interest

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

14. Force Majeure

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

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

15. Termination for Cause

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

16. Termination for Convenience

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

17. Modification of Contract Terms and Addendums

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

18. Invalid Term or Condition

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

19. Audits and Records Clause

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

20. Compliance with Applicable Laws

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

- (ii) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - (iii) 1964 Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - (iv) Anti-Lobbying Law set forth at 31 U.S.C. § 1352 and as implemented at 45 C.F.R. part 93;
 - (v) Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify; and
 - (vi) Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- B.** If any federal funds are to be used to compensate or reimburse Vendor under an ordering document, Vendor agrees to comply with any and all federal laws to the extent that such laws, by their terms, are applicable to Vendor's delivery of Products and Service Offerings under such ordering document and impose obligations directly upon Vendor in its role as an information technology services provider with respect to the Products and Services performed under such ordering document. If any Acquisition by a Customer is to be funded in whole or in part by federal funds, Customer agrees to provide written notification thereof to Vendor in advance of such Acquisition.
- C.** The Vendor shall maintain all applicable licenses and permits required by applicable law or the Contract for the performance by Vendor of this Contract.
- D.** The Vendor shall inform its employees, affiliates and subcontractors, if applicable, who provide Products or perform services under the Contract of the Vendor's obligations under the Contract and shall require compliance with this Section 20 accordingly.

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

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

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

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

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

22. Employment Relationship

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

23. Publicity

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

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

- A. Vendor shall procure at its own expense, and, as required below, provide proof of, insurance coverage with the applicable liability limits set forth below. Such proof of coverage shall be provided to the State within five (5) business days of execution of the Contract if Services will be provided by any of Vendor's employees, agent or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of work for Customers. Vendor may not commence performance of such services hereunder until such proof has been provided. Additionally, upon written request of the State, Vendor shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Vendor's obligation to maintain insurance coverage under the Contract is a continuing obligation through the term of the Contract and each order executed between Vendor and the State hereunder. The minimum acceptable insurance limits of liability are as follows:
- (i) Worker's Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
 - (ii) Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - (iii) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence and in the aggregate, with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;

- (iv) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- (v) Additional coverage required by the State in writing in connection with a particular Acquisition as requested by the State in a written notice delivered to Vendor prior to the execution of the ordering document for such Acquisition.

B. Vendor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Vendor, its employees, or agents and, to the extent Vendor is legally responsible, for the liability and payment of taxes payable by or assessed to Vendor's subcontractors of whatever kind, in each case, in connection with the Contract. Unless required by applicable law, neither a Customer nor the State shall be liable to Vendor, its employees or its agents, for the payment of taxes or the provision of unemployment insurance and/or Worker's Compensation or any benefit available to a State or Customer employee.

25. Open Records Act

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

26. Confidentiality

- A. By virtue of the Contract, the parties may have access to information that is confidential to one another as clearly identified in writing as confidential at the time of disclosure ("**Confidential Information**"). The parties agree to disclose Confidential Information to employees and subcontractors only and only to the extent required for the performance of obligations under the Contract.
- B. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing

party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

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

27. Security of Premises, Equipment, Data and Personnel

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

28. Background Checks and Criminal History Investigations

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

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

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

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

29. Assignment and Permitted Subcontractors

- A. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign the Contract without the prior written consent of the State which may be withheld at

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

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

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

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

30. Failure to Enforce

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

31. [Intentionally Omitted]

32. Mutual Responsibilities of the Parties

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

33. Statewide Administrative Fee

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

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

34. Statewide Administrative Reporting

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

All Contract Usage Reports shall meet the following criteria:

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

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

State of Oklahoma
Office of Management and Enterprise Services

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

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

35. Intellectual Property Infringement Indemnification

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

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

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

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

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

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

36. Indemnification for Bodily Injury and Tangible Personal Property Damage

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

37. Limitation of liability

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

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

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

38. Miscellaneous

A. Severability

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

B. Section Headings

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

C. [Intentionally Omitted]

D. Survival

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

E. Entire Agreement

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

F. Gratuities

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

G. Quantity

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

H. Segmentation

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

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

I. Export

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

J. Other

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

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

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

39. Information Technology Provisions

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

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

B. Compliance and Electronic and Information Technology Accessibility

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

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

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

D. [Intentionally Omitted]

E. Vendor Website for Contract and Prices

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

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

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

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

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

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

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

F. [Intentionally Omitted]

G. Emerging Technologies

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

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

H. Ownership Rights

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

I. Additional Notices

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

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

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

[Remainder of Page Intentionally Left Blank]

Signature Block

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

VENDOR:

Oracle America, Inc.

Mili Durakovic
Mili Durakovic (Nov 22, 2016)

11/22/2016

Mili Durakovic, Contracts Manager, Public Sector Deal Management

Date

STATE:

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

James L. Reese, II
James L. Reese, II, Chief Information Officer

11-22-16

Date