

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO.1
 to
CONTRACT NO. 071B4300149
 between
THE STATE OF MICHIGAN
 and

| NAME & ADDRESS OF CONTRACTOR | PRIMARY CONTACT | EMAIL |
|--|-----------------|--|
| Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065 | Joe Mudroch | Joe.mudroch@oracle.com |
| | PHONE | VENDOR TAX ID # (LAST FOUR DIGITS ONLY) |
| | (314) 477-4418 | -5249 |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|------------------------|--------|---------------|----------------|----------------------|
| PROGRAM MANAGER | DTMB | Reid Sisson | (517) 241-1638 | Sissonr@michigan.gov |
| CONTRACT ADMINISTRATOR | DTMB | Whitnie Zuker | (517) 284-7030 | zuckerw@michigan.gov |

| CONTRACT SUMMARY | | | | |
|---|-------------------------|---------------------------|---|--|
| DESCRIPTION: Oracle Software and Technical Support Services | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW | |
| August 29, 2014 | August 28, 2019 | 3, one year | August 28, 2019 | |
| PAYMENT TERMS | F.O.B. | SHIPPED TO | | |
| Net 30 | N/A | N/A | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| MINIMUM DELIVERY REQUIREMENTS | | | | |
| N/A | | | | |

| DESCRIPTION OF CHANGE NOTICE | | | | |
|---|----------------------------------|--|--|------------------------------|
| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF EXTENSION/OPTION | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/> | <input type="checkbox"/> | | August 28, 2019 |
| CURRENT VALUE | | VALUE/COST OF CHANGE NOTICE | ESTIMATED REVISED AGGREGATE CONTRACT VALUE | |
| \$65,000,000.00 | | \$35,000,000.00 | \$100,000,000.00 | |

DESCRIPTION:
 Effective May 1 2015, this Contract is hereby amended to include the Amendment One to Master Agreement document and Hardware systems support policies. See attached. Furthermore, Section 1.302 Reports has been amended as such:

1.302 REPORTS

Monthly Reporting

Contractor will report within 45 days following the end of each month to DTMB, all purchases made by the SOM and MiDEAL partners from this Contract. At a minimum, the report shall include:

- PO Number
- PO Date
- Customer Name (State Agency/Municipality)
- Bill to contact name & address, and ship to customer name
- Manufacturer item number (if available)
- Manufacturer/Subcontractor name
- Product/Services Engagement Description
- Invoiced amounts by category (Cost of Software, Hardware, Support, Training, Deliverable, Hours, etc. Total Invoice)
- Invoice # and Invoice Date
- State the extended invoice price for each product or service
- Quantity (if available)
- Shipping Cost, required for Expedited Delivery only
- Total invoice amount
- Product Category – Contractor can provide the Named Product Hierarchy from the Hardware Price List, if available (i.e., Network Adapters, Oracle Service X5-2L, SPARC T3 Server, etc.)
- Serial Number (if available)
- Shipped Date (if available)
- Shipped to Contact Name (if available)
- Shipped to Address
- Shipped to City
- Shipped to Zip Code
- Delivery Date (if available)

Reporting formats must be submitted to the State's CCI for approval within ten (10) business days after the execution of the Contract. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

State Administrative approval on August 28, 2014 for \$100,000,000.00. This Change Notice adds the remaining balance of \$35,000,000.00 to the Contract. Remaining Value of the AD Board authorized amount may be added to the Contract via future Change Notices: \$0.00.

**AMENDMENT ONE
TO
MASTER AGREEMENT**

This Amendment One (this "Amendment") amends Contract No. 071B4300149, a/k/a the Software License and Services Agreement, dated August 29, 2014 (together with all amendments and addenda thereto, the "Master Agreement") between the State of Michigan ("State", "Customer" or "you") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

1. Delete the title of the Master Agreement and replace it with the following:

"Hardware, Software License and Services Agreement".

2. Delete the first recital and replace it with the following:

"This Hardware, Software License and Services Agreement (together with all appendices, schedules, attachments and documents incorporated herein by reference, the "Agreement") is between Oracle America, Inc. with its principal place of business at 500 Oracle Parkway, Redwood City, CA 94055 ("Oracle") and the State of Michigan ("State", "Customer" or "you"). The terms of this Agreement shall apply to all Products and to all Services provided by Oracle pursuant to this Agreement. When completed and executed by both parties, an Order Form shall evidence the Program licenses granted and the Services to be provided."

3. Delete the second recital and replace it with the following:

"All public entities located within the State of Michigan, including, but not limited to, departments, institutions, institutions of higher education, agencies, legislative, executive or judicial bodies, offices, authorities, posts, committees, institutions, boards, or political subdivisions created by law to exercise sovereign power or to perform governmental duties of the State, cities, counties, towns and political subdivisions (each such entity, an "Authorized Contract User") may also order Products and Services from Oracle in accordance with the terms and conditions of this Agreement. By placing an order under this Agreement, each Authorized Contract User agrees to be bound by the terms and conditions of the applicable ordering document and this Agreement and, for the purposes of such order, "Customer", "you" and "your" as used in this Agreement shall be deemed to refer to such Authorized Contract User, unless indicated otherwise herein. Each Authorized Contract User shall be responsible for its breach(es) of such terms and conditions. "Parties" shall mean Customer and Oracle, and each of us may be referred to individually as a "party.""

4. Delete the fourth recital and replace it with the following:

"This Agreement covers the sale or purchase of Programs, Services, and Hardware only, and may not be utilized for the sale or purchase of cloud services."

5. Delete the definition of "Commencement Date" and replace it with the following:

"Commencement Date" shall mean (i) for Programs, the date of shipment of tangible media, or if no delivery of tangible media is necessary, the effective date set forth on the relevant Order Form, (ii) for Hardware, Operating System and Integrated Software, the date the Hardware is delivered and (iii) for Integrated Software Options, the date that Oracle accepts your order for an Integrated Software Option.

6. Delete the definition of "Programs" and replace it with the following:

"Programs" shall mean (a) the computer software owned or distributed by Oracle for which Customer is granted a license pursuant to this Agreement; (b) the user and installation guides and manuals for use of the software, which may be delivered with the Programs and accessed at <http://oracle.com/contracts> ("Documentation"); and (c) Updates. Programs shall be used in the United States. Programs do not include Integrated Software or any Operating System.

7. Delete the definition of "Services" and replace it with the following:

"Services" refers to Technical Support services, education, consulting or advanced customer support services which you have ordered.

8. Article I (DEFINITIONS) is amended by adding the following new definitions in the appropriate alphabetical order:

"Amendment One" refers to Amendment One to Contract No. 071B4300149, a/k/a the Hardware, Software License and Services Agreement, dated August 29, 2014, between the State and Oracle.

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

"Integrated Software" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to you by Oracle under Appendix E and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with your Hardware. Integrated Software does not include and you do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Appendix E) separately ordered.

"Operating System" refers to the software that manages Hardware for Programs and other software.

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

9. Delete the last paragraph of Section 2.1.A. and replace it with the following:

Upon payment for Technical Support Services, you have the non-exclusive, non-assignable, royalty free, perpetual, right to use for your internal business operations anything developed by Oracle and delivered to you under the Agreement ("deliverables").

10. Delete Section 2.1.C. and replace it with the following:

"C. Oracle or its licensors shall retain all title, copyright and other intellectual proprietary rights in the Programs, Operating System, Integrated Software and anything developed or delivered under the Agreement. Customer does not acquire any rights, express or implied, in the Programs, Operating System, Integrated Software and anything developed or delivered under this Agreement other than those specified in this Agreement or the applicable ordering document."

11. Delete Section 2.2.A. and replace it with the following:

"A. You may not assign, give or transfer the Programs, Operating System, Integrated Software and/or any Services or an interest in them to another individual or entity, without the prior written consent of Oracle. Notwithstanding the foregoing, upon advance written notice to Oracle, you may transfer your rights to the Programs, Operating System, Integrated Software and/or any Services acquired under this Agreement to another State of Michigan Executive

Agency or the Michigan Economic Development Corp. due to a consolidation or transfer of your statutory duties by Executive Order of the Governor of Michigan; provided that such assignee entity agrees in writing to the terms and conditions of the Agreement and the applicable Ordering Document. You may not grant a security interest in or finance from a third party that is not an Oracle affiliate the acquisition of any Programs, Operating System, Integrated Software, Services or Services deliverables acquired under this Agreement.”

12. Delete Section 2.3 and replace it with the following:

“2.3 Verification

Upon 45 days written notice (“Audit Notice”), Oracle may, at its expense, audit Customer’s use of the Programs, Operating System, Integrated Software and Integrated Software Options. Any such audit shall be conducted during regular business hours and shall not unreasonably interfere with Customer’s business activities. Customer agrees to cooperate with Oracle’s audit and provide reasonable assistance and access to information. If an audit reveals that Customer has underpaid fees to Oracle, Customer shall either (i) pay within 30 days of written notification any fees applicable to your use of the Programs, Operating System, Integrated Software and Integrated Software Options in excess of your license rights or (ii) promptly cease usage of the applicable Programs, Operating System, Integrated Software and Integrated Software Options and promptly delete all copies of the Program, Operating System, Integrated Software and Integrated Software Options from your hardware, network, etc., and promptly pay Oracle applicable fees as for the unlicensed usage in accordance with the price list and discounts set forth in this Agreement. If you do not pay, Oracle can end (a) Program-related Services (include Technical Support), (b) other Services related to the Operating System, Integrated Software and Integrated Software Options ordered under Appendix E and related agreements, (c) Program licenses, and licenses of the Operating System, Integrated Software and Integrated Software Options ordered under the Agreement and related agreements and/or (d) the Agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit. Notwithstanding the foregoing, upon your written request received by Oracle within 5 days of receipt by you of the Audit Notice, Oracle will provide for your review an audit plan that Oracle anticipates utilizing, provided that such review may not exceed a 5 day period. You may, within such 5 day period, provide Oracle with any concerns or questions about the audit plan. Oracle will work cooperatively with you to agree on a final audit plan.

Audits shall be conducted no more than once annually.

13. Add the following as a new Section 2.5 to read as follows:

“2.5 Program-related Services

In addition to technical support, you may order a limited number of Program-related Services under this Agreement as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and cooperation reasonably necessary to enable Oracle to deliver these Services and you will perform the actions identified in the order as your responsibility. If while performing these Services Oracle requires access to another vendor’s products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf. Services provided may be related to your license to use Programs owned or distributed by Oracle which you acquire under a separate order. The agreement referenced in that order shall govern your use of such Programs.

Upon payment for Program-related Services, you have the non-exclusive, non-assignable, royalty free, perpetual, right to use for your internal business operations anything developed by Oracle and delivered to you under the Agreement (“deliverables”); however, certain deliverables may be subject to additional license terms provided in the Order Form.”

14. Article III (TECHNICAL SERVICES) is renumbered as “Article III-A.” and Section 3.1 (Technical Support Services) is renumbered as “Section 3.1-A”.

15. Add the following as a new Article III-B. (CONSULTING AND TRAINING SERVICES) immediately after Article III-A. (TECHNICAL SERVICES) to read as follows:

“III-B. CONSULTING AND TRAINING SERVICES

3.1-B Consulting, Advanced Customer Support and Training Services

Oracle will provide consulting, advanced customer support services and training services agreed to by the parties under the terms of this Agreement. All consulting, advanced customer support services and training services shall be according to a defined Statement of Work between the parties.

3.2-B Rights Granted and Restrictions

Upon payment for the Services listed in Section 3.1-B, you have the non-exclusive, non-assignable, royalty free, perpetual, right to use for your internal business operations anything developed by Oracle and delivered to you under this Agreement (“deliverables”); however, certain deliverables may be subject to additional license terms provided in the Order Form.

You may allow your agents and contractors (including, without limitation, outsourcers) to use deliverables for your internal business operations and you are responsible for their compliance with this Agreement in such use.

Such services provided may be related to your license to use products owned or distributed by Oracle which you acquire under a separate order. The agreement referenced in that order shall govern your use of such products.

3.3-B Background Checks. The State may, at its sole expense, conduct a background check of any Oracle employee who is proposed for assignment to perform services under this Agreement at your site in the United States, provided that (A) the background check complies with all applicable local, state and federal laws, (B) the background check is completed before the employee commences performing services for you; and (C) you obtain written consent from the Oracle employee prior to conducting such background check. You will notify Oracle whether the Oracle employee has or has not passed, or has declined to participate in, such background check. No other information, including any detail about the checks performed or results obtained, will be provided by you to Oracle. If you notify Oracle that an Oracle employee has not passed, or has declined to participate in, such background check, Oracle will not assign that Oracle employee to perform services for you under this Agreement. You acknowledge and agree that any information provided by, and/or obtained about, an Oracle employee is and shall be treated by you as Oracle’s Confidential Information, shall not be disclosed to Oracle or any third party, and shall not be used for any purpose other than for determining whether that Oracle employee has or has not passed such background check.”

16. Add the following as a new Article III-C. (HARDWARE) immediately after Article III-B. (CONSULTING AND TRAINING SERVICES) to read as follows:

“III-C. HARDWARE

Hardware will be provided under this Agreement in accordance with the terms and conditions provided in the attached Appendix E.”

17. Delete Section 4.3 and replace it with the following:

“4.3 Termination by Oracle or Customer

If either of us breaches a material term of the Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Agreement. If Oracle terminates the Agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to

such termination, as well as all sums remaining unpaid for Products ordered and/or Services received under the Agreement. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the Agreement, you may not use those Products or Services that are related or subject to such breach.

You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If you end this Agreement as specified in the preceding sentence, you agree you must pay within 30 days all amounts which have accrued prior to the end of this Agreement, as well as all sums remaining unpaid for Products ordered and/or Services received under this Agreement. For the sake of clarity, Authorized Contract Users may not modify or terminate this Agreement.

If you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the Products and/or Services that are subject to such contract.”

18. Insert in Section 5.1 (Infringement Indemnity) the following immediately after the third paragraph of such Section 5.1:

“Notwithstanding the provisions of the immediately preceding paragraph and with respect to Hardware only, if Oracle believes or it is determined that the Hardware (or portion thereof) may have violated a third party’s intellectual property rights, Oracle may choose to either replace or modify the Hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable Hardware (or portion thereof) and refund the net book value (calculated based on a five (5) year straight line depreciation) and any unused, prepaid technical support fees you have paid to Oracle for the Hardware.

Provided you are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you were a subscriber to the applicable Oracle technical support services (a) the phrase “Material” above in the first paragraph of this Section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that you have licensed and (b) the phrase “Program(s)” in this Section 5.1 is replaced by the phrase “Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)” (i.e., Oracle will not indemnify you for your use of the Operating System and/or Integrated Software and/or Integrated Software Options when you were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify you for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.”

19. Delete Section 5.3.C. and replace it with the following:

“C. Services Warranty

For Services other than the Services provided for in the attached Appendix E, Oracle warrants that Services will be performed in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient Services.”

20. Delete Section 5.4.C. and replace it with the following:

“C. For Services

For Services other than the Services provided for in the attached Appendix E, the re-performance of the deficient Services, or if Oracle is unable to substantially correct the deficiency in a commercially reasonable manner, Customer shall be entitled to end the deficient Service and recover the fees paid to Oracle for the deficient services.”

21. Delete the first paragraph of Section 6.1 and replace it with the following:

“All fees payable to Oracle are due and payable 30 days from the invoice date. Except as set forth in the following proviso and in clause (ii) of the immediately following sentence, Services fees are invoiced after the performance of the Service; provided that fees payable by State agencies for 12-month Oracle University subscription services shall be invoiced annually in advance. Technical Support fees (i) payable by Authorized Contract Users (other than State agencies) shall be invoiced quarterly in arrears and (ii) payable by State agencies shall be invoiced annually in advance. The period of performance for all Services is effective upon the Commencement Date. Program fees are invoiced as of the Commencement Date. All other applicable fees shall be payable 30 days from the invoice date, and shall be deemed overdue if they remain unpaid thereafter. Customer agrees to applicable media and shipping charges. Customer shall issue a purchase order, or alternative document acceptable to Oracle, on or before the effective date of the applicable Order Form. You understand that you may receive multiple invoices for the Products and Services you ordered.”

22. Delete the first paragraph of Section 7.4 and replace it with the following:

“IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO THE EXCLUSIVE INFRINGEMENT INDEMNIFICATION ABOVE, ORACLE’S LIABILITY FOR DAMAGES HEREUNDER, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM CUSTOMER’S USE OF THE PRODUCT OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT PRODUCT OR SERVICES GIVING RISE TO THE LIABILITY.”

23. Delete Section 7.7 and replace it with the following:

“7.7 Export Administration

Customer agrees to comply fully with all relevant export laws and regulations of the United States (“Export Laws”) to assure that neither the Products and/or materials resulting from Services (nor any direct product thereof) are (1) exported, directly or indirectly, in violation of Export Law; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.”

24. Delete the last paragraph of Section 7.9 and replace it with the following:

It is expressly agreed that the terms of this Agreement 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. With respect to terms and conditions governing the sale of Hardware, in the event of inconsistencies between the terms contained in Appendix E and this Agreement, Appendix E shall take precedence. In the event of any inconsistencies between the terms of an order and this Agreement, this Agreement shall take precedence, unless otherwise specified in the ordering document. Notwithstanding the foregoing, the parties agree that 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. This Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Oracle. Any notice required under this Agreement shall be provided to the other party in writing.

25. Delete Section 8.1 and replace it with the following:

“8.1 Term of the Agreement

Orders may be placed under this Agreement for 5 years from the Effective Date of this Agreement. After the initial term of this Agreement, by mutual written amendment to this Agreement, the parties may extend the term of this Agreement for not more than three additional one-year terms. All Products and Services as ordered under this Agreement shall be under Oracle’s standard fees and policies in effect at the time of such order. The pricing, discount, and/or rate terms as of the effective date of Amendment One are attached hereto, as applicable, as:

- (i) Appendix A (Pricing and Discount Schedule for Licenses and First Year Technical Support), which shall be updated on August 29, 2015 and thereafter annually;
- (ii) Appendix F (Pricing and Discount Schedule for Hardware), which shall be updated on August 29, 2015 and thereafter quarterly;
- (iii) Appendix G (Hourly Rates for Time and Materials – Consulting Services), which shall be updated on August 29, 2015 and thereafter annually;
- (iv) Appendix H (Hourly Rates for Time and Materials Oracle Advanced Customer Support), which shall be updated on August 29, 2015 and thereafter annually; and
- (v) Appendix I (Pricing and Discount Schedule for Oracle University Training), which shall be updated on August 29, 2015 and thereafter annually.

26. Delete Section 8.3 and replace it with the following:

“8.3 Segmentation

The purchase of any Products and related services or other Services are all separate offers and separate from any other order for any Products and related services or other Services you may receive or have received from Oracle. You understand that you may purchase any Products and related services or other services independently of any other Products or services. Your obligation to pay for (a) any Products and related services is not contingent on performance of any other services or delivery of any other Products or (b) other services is not contingent on delivery of any Products or performance of any additional/other service.”

27. Each of the following new appendices are hereby added to the Master Agreement:

- (i) Appendix E in the form of Exhibit A attached hereto;
- (ii) Appendix F in the form of Exhibit B attached hereto;
- (iii) Appendix G in the form of Exhibit C attached hereto;
- (iv) Appendix H in the form of Exhibit D attached hereto;
- (v) Appendix I in the form of Exhibit E attached hereto; and
- (vi) Appendix J in the form of Exhibit F attached hereto.

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment is _____. (to be completed by Oracle)

**The State of Michigan, Department of Technology,
Management and Budget (DTMB)**

Oracle America, Inc.

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Signature Date _____

Signature Date _____

**APPENDIX E
HARDWARE**

This Hardware Appendix E (this "Appendix E") is an Appendix to the Hardware, Software License and Service Agreement (together with all appendices, schedules, attachments and documents incorporated therein by reference, the "Agreement") between the State of Michigan ("State", "Customer" or "You") and Oracle America, Inc. ("Oracle"). This Appendix E shall coterminate with the Agreement.

1. DEFINITIONS

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

1.2 Capitalized terms used but not defined in this Appendix E have the meanings set forth in the Agreement.

2. RIGHTS GRANTED

2.1 Your Hardware order consists of the following items: Operating System (as defined in Your configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until You separately order them and pay the fees as set forth in an in accordance with such Order. .

2.2 You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of, the Hardware.

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

2.4 The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by the Master Agreement including this Appendix E. The appropriate terms associated with such separate works can be found in the readme files, notice

files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code You received as binaries on physical media, You may receive a copy of the source code ("source code") on media via postal service by submitting a written request at <http://www.oracle.com/technetwork/opensource/index.html>. Alternatively, You can mail Your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the Product, Your name, Your company name (if applicable), Your return mailing address, and Your email address. Certain source distributions require a fee for physical media; in such case, You will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the applicable Product, or in the case of code licensed under the GPLv3, You may send a request for as long as Oracle offers spare parts or technical support for the applicable Product model. This offer only applies if You received Your Operating System, Integrated Software or Integrated Software Options on physical media.

2.5 Upon payment for Hardware-related Services, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Appendix E ("deliverables"); however, certain deliverables may be subject to additional license terms which are provided in the order.

3. RESTRICTIONS

3.1 You may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 You acknowledge that to operate certain Hardware, Your facility must meet a minimum set of requirements as described in the Hardware documentation in effect on the date such Hardware is delivered to You. Such requirements may change from time to time, as communicated by Oracle to You in the applicable Hardware documentation.

3.3 The prohibition on the assignment or transfer of the Operating System or any interest in it under Section 2.2 of the Agreement shall apply to all Operating Systems licensed under this Appendix E, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

Oracle may include additional Programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those Programs unless You have a license specifically granting You the right to do so; however, You may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

If, when you install the Hardware purchased by you under an ordering document, a Program that is not licensed by you is inadvertently loaded and left on a computer, then you will not be charged license fees for such unlicensed Program provided that you have not used (loading alone does not constitute use) the unlicensed Program and that you promptly remove such unlicensed Program when it is discovered.

5. TECHNICAL SUPPORT

5.1 Oracle Hardware and Systems Support acquired with Your order may be renewed annually and, if You renew Oracle Hardware and Systems Support for the same systems and same

configurations, for the first and second renewal years the technical support fee will not increase by more than 3% over the prior year's fees.

5.2 If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the technical support services. The Oracle Hardware and Systems Support Policies are incorporated in this Appendix E as Appendix J and Appendix J shall be amended annually to include Oracle's then current Hardware and Systems Support Policies. The Hardware and Systems Support Policies are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into the order for technical support services. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://oracle.com/contracts>.

5.3 Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

6. HARDWARE-RELATED SERVICES

In addition to technical support, You may order a limited number of Hardware-related Services under this Appendix E as listed in the Hardware-Related Services document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and cooperation reasonably necessary to enable Oracle to deliver these Services and You will perform the actions identified in the order as Your responsibility. If while performing these Services Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Services provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

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

7.2 Oracle also warrants that technical support services and Hardware-related Services (as referenced in Section 6 of this Appendix E) ordered and provided under this Appendix E will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Services warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Services.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM OR (ii) THE

REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICES. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.4 Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.

7.5 ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.

7.6 No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:

- a. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- d. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- e. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current U.S. export exclusion list;
- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above; or
- k. purchased from any entity other than Oracle or an Oracle authorized reseller.

7.7 The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

8. [Intentionally Omitted]

9. ORDER LOGISTICS

9.1 Delivery, Installation and Acceptance of Hardware

9.1.1 You are responsible for installation of the Hardware unless You purchase installation services from Oracle for that Hardware.

9.1.2 Oracle will deliver the Hardware to the delivery address specified by You on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified on the order. The applicable country specific Hardware shipping terms are located in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

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

9.1.4 Oracle may make and invoice You for partial deliveries.

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

9.1.6 Delivery Timeframe.

- (a) With respect to orders of Hardware by Authorized Contract Users that are not State agencies, Oracle will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of Hardware that You have ordered.
- (b) With respect to orders of Hardware listed on Appendix F (which Hardware does not, for the avoidance of doubt, include spare parts, or remanufactured or end-of-life products) by Authorized Contract Users that are State agencies, Oracle will endeavor to deliver such Hardware within the estimated delivery timeframe (if any) set forth in the applicable ordering document. Each estimated delivery timeframe shall be expressed as a certain number of calendar days and shall commence upon the receipt by Oracle of an ordering document effective in accordance with its terms.

Should Oracle fail to deliver the Hardware within the estimated delivery timeframe, the Authorized Contract User may cancel the order for such Hardware without incurring any cancellation or change order fees provided that (i) Oracle's failure to meet the estimated delivery timeframe is not (A) due to a force majeure event as set forth in Section 8.4 or (B) caused by any action or omission of the Authorized Contract User or the expeditor, carrier or shipping company and (ii) Oracle receives notice from such Authorized Contract User of such Authorized Contract User's decision to cancel the order for such Hardware prior to the date on which the Hardware has shipped. For the avoidance of doubt, any such cancellation shall be applicable solely to the Hardware for which Oracle has failed to meet the estimated delivery timeframe, and shall not be applicable to any other Products or Services (if any) included in the applicable ordering document.

The Parties agree that the failure of Oracle to deliver Hardware within the applicable estimated delivery timeframe shall not constitute a default or breach of this Agreement or the applicable ordering document, or entitle the State or any Authorized Contract User to any rights or remedies (other than the ability to cancel the order for such Hardware as set forth in the immediately preceding paragraph).

Any notice of cancellation shall be sent by electronic mail to each of the following email address: HW-cancellations-NA_WW@oracle.com.

Notices by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment).

9.2 Transfer of Title

Title to the Hardware will transfer upon delivery.

9.3 Territory

The Hardware shall be installed in the country/countries that You specify as the delivery location on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified in the order.

9.4 Pricing, Invoicing, and Payment Obligation

9.4.1 You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

9.4.2 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.4.3 Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.

9.4.4 Except as set forth in clause (ii) of the immediately following sentence, Hardware-related Service fees are invoiced after performance of the Hardware-related Service performance. Technical support fees (i) payable by Authorized Contract Users (other than State agencies) shall be invoiced quarterly in arrears and (ii) payable by State agencies shall be invoiced annually in advance. The period of performance for all Hardware-related Services is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

9.4.5 In addition to the prices listed on the order, Oracle will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.

Exhibit B to Amendment One to Master Agreement

APPENDIX F

Pricing and Discount Schedule for Hardware

This Appendix F is an Appendix to the Hardware, Software License and Service Agreement (together with all appendices, schedules, attachments and documents incorporated therein by reference, the "Agreement") between the State of Michigan ("State", "Customer" or "You") and Oracle America, Inc. ("Oracle").

(please see attached)

APPENDIX G

Hourly Rates for Time and Materials – Consulting Services

This Appendix G is an Appendix to the Hardware, Software License and Service Agreement (together with all appendices, schedules, attachments and documents incorporated therein by reference, the “Agreement”) between the State of Michigan (“State”, “Customer” or “You”) and Oracle America, Inc. (“Oracle”).

A. Consulting Rates. For a period of one (1) year from the effective date of Amendment One, consulting services in individual time and materials orders may be ordered under the Agreement at the rates set forth below (“Consulting Rates”):

1. Hourly Rate for Individual Time and Materials Orders. The Hourly Rate Non-Local includes an amount for expenses.

| Consultant Level | Hourly Rate Local Resource | Hourly Rate Non-Local |
|--|-----------------------------------|------------------------------|
| Senior Practice Tech Director | \$338.00 | \$378.00 |
| Practice/Tech Director | \$307.00 | \$347.00 |
| Practice/Tech Manager | \$265.00 | \$305.00 |
| Senior Principal Consultant | \$226.00 | \$266.25 |
| Principal Consultant | \$198.13 | \$238.13 |
| Senior Consultant | \$162.75 | \$202.75 |
| Staff Consultant | \$141.75 | \$181.75 |
| Associate Consultant | \$106.25 | \$146.25 |
| Admin Assistant | \$42.50 | \$82.50 |
| GEH Delivery Center | | |
| RDC Principal Consultant | \$149.00 | \$189.00 |
| RDC Senior Consultant | \$124.00 | \$164.00 |
| RDC Staff Consultant | \$107.00 | \$147.00 |
| RDC Associate Consultant | \$91.00 | \$131.00 |
| Primavera Global Business Unit | | |
| Practice/Tech Director | \$345.00 | \$385.00 |
| Practice/Tech Manager | \$285.00 | \$325.00 |
| Senior Principal Consultant | \$235.00 | \$275.00 |
| Principal Consultant | \$195.00 | \$235.00 |
| Senior Consultant | \$160.00 | \$200.00 |
| Staff Consultant | \$140.00 | \$180.00 |
| Associate Consultant | \$110.00 | \$150.00 |
| Primavera Global Business Unit (offshore – remote only) | | |
| Practice/Tech Manager | \$96.00 | Not Applicable |
| Senior Principal Consultant | \$72.00 | Not Applicable |
| Principal Consultant | \$66.00 | Not Applicable |
| Senior Consultant | \$60.00 | Not Applicable |

*Oracle Consulting can quote Fixed Price if requested by the State of Michigan

B. All labor categories are US resources.

C. The Consulting Rates apply to orders executed and effective during the period beginning on the effective date of Amendment One through and including August 28, 2015.

D. The Consulting Rates do not apply to any credits.

- E. The Consulting Rates are in lieu of any other discount and shall not apply to any other Oracle products or services including but not limited to licenses, technical support, hardware, education, advanced customer support services, or training.
- F. The Consulting Rates for time and materials consulting services granted under the Agreement shall not be applied retroactively to fees invoiced prior to the effective date of Amendment One.
- G. Consulting services shall be provided subject to receipt by Oracle of a signed Oracle ordering document including an exhibit containing a scope of services. The fee for such consulting services shall be equal to the number of hours of services performed multiplied by the applicable rate(s), as agreed to in the Oracle ordering document.
- H. Any consulting services acquired pursuant to the Agreement are separate from any Program licenses acquired pursuant to the Agreement. Customer understands that it has the right to acquire Program licenses without acquiring the consulting services, and that Customer has the right to acquire Program licenses and the consulting services separately at the fees stated in the Agreement.

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APPENDIX H

Hourly Rates for Time and Materials Oracle Advanced Customer Support

This Appendix H is an Appendix to the Hardware, Software License and Service Agreement (together with all appendices, schedules, attachments and documents incorporated therein by reference, the "Agreement") between the State of Michigan ("State", "Customer" or "You") and Oracle America, Inc. ("Oracle").

For the period beginning on the effective date of Amendment One through and including August 28, 2015, Oracle Advanced Customer Support services in individual time and materials orders may be ordered under the Agreement at the rates set forth below ("ACS Rates"):

| Resource: | Hourly Rate Local Resources | Hourly Rate Non-Local Resources |
|----------------------------------|------------------------------------|--|
| Technical Account Manager II | \$294 | \$339 |
| Technical Account Manager I | \$251 | \$296 |
| Senior Advanced Support Engineer | \$294 | \$339 |
| Advanced Support Engineer | \$248 | \$293 |
| Senior Data Center Engineer | \$194 | \$239 |
| Data Center Engineer | \$151 | \$196 |

Invoiced as Services are performed -- aka Invoiced/Billed in Arrears

APPENDIX I

Pricing and Discount Schedule for Oracle University Training

This Appendix I is an Appendix to the Hardware, Software License and Service Agreement (together with all appendices, schedules, attachments and documents incorporated therein by reference, the "Agreement") between the State of Michigan ("State", "Customer" or "You") and Oracle America, Inc. ("Oracle").

Appendix
Pricing and Discount Schedule

A. Pricing and Discount Terms for Oracle University Training:

1. Price List. For the period beginning on the effective date of Amendment One through and including August 28, 2015, the "Price Lists" in this Appendix I shall be defined as the following Price Lists (listed below in Section 7):
 - a. Oracle University Global Base Price List, dated September 1, 2014.
2. Pricing and Discount Terms.
 - a. For a period of one (1) year from the effective date of Amendment One, all Oracle University products and services may be purchased based on the discount defined in the schedule below:

| Oracle University Discount Schedule [Utilizing the Price List in Effect at the Time the Order is Placed] | |
|---|-----------------|
| Transaction Band | Discount |
| \$0 - \$100,000 | 15% |
| \$100,001 - \$250,000 | 20% |
| \$250,001 - \$1,000,000 | 25% |
| \$1,000,001 - \$2,500,000 | 30% |
| \$2,500,001 + | 35% |

3. Definition Section.
 - a. A "Private Event – On-Site" shall mean training courses provided by Oracle University that are requested by a State of Michigan government entity and which are held at a State of Michigan entity training site. Private events will accommodate up to 16 students at a flat rate. Additional students may be added to the class at an additional per student per day charge.
 - b. A "Private Event – Virtual" shall mean training courses provided by Oracle University that are requested by a State of Michigan government entity and which are delivered online and require an internet connection, and phone line or Voice Over IP. Live Virtual Class (LVC) is exclusively for registered students; unregistered individuals may not view an LVC at any time. Registered students must view the class from the country listed in the registration form. Unauthorized recording, copying, or transmission of LVC content may not be made. You are responsible for meeting the minimum system requirements to attend a LVC. Private events

will accommodate up to 16 students at a flat rate. Additional students may be added to the class at an additional per student per day charge.

- c. A “Public Event” for Instructor-Led Training (ILT) courses shall mean training courses offered by Oracle University at Oracle University authorized Education Center locations.
- d. A “Public Event” for Live Virtual Classroom (LVC) training shall mean traditional instructor-led training courses offered online and require an internet connection and phone line or Voice Over IP. Live Virtual Class (LVC) is exclusively for registered students; unregistered individuals may not view an LVC at any time. Registered students must view the class from the country listed in the registration form. Unauthorized recording, copying, or transmission of LVC content may not be made. You are responsible for meeting the minimum system requirements to attend a LVC.
- e. “Training On Demand (TOD)” shall be defined as a web-based learning environment that provides on-demand access to self-paced training content, and is made available on a named user basis for a term of 90 days from the effective date of your order. Content is streamed directly to an internet connected device, such as a PC or tablet. It also includes eKit materials and access to a live lab environment to perform hands-on practice of the activities outlined in the course. The TOD format allows students to get full classroom content online, anytime, anywhere.
- f. “Self Study Course (SSC)” shall mean interactive, computer-based training available for electronic download to a PC, which supplements the Instructor-Led Training (ILT) and Live Virtual classroom (LVC) training courses. The SSC is licensed on a named user basis and upon purchase is licensed in perpetuity.
- g. “Oracle University Learning Streams” shall be defined as a collection of video content and services for technology professionals looking to stay current on Oracle technology. Content will be presented by various individuals, including Oracle architects, support engineers, consultants, instructors and other instructors. Content may include program documentation, webinars, speeches, and curriculum. Learning Streams are made available on a named user basis for a one year term from the effective date of your order. Unauthorized individuals may not view Oracle University Learning Streams content at any time. Unauthorized recording, copying, transmission or other distribution of Oracle University Learning Streams content is strictly prohibited. You are responsible for meeting the minimum system requirements to order the Oracle University Learning Streams. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN YOUR AGREEMENT, ORACLE DOES NOT WARRANT THAT ORACLE UNIVERSITY LEARNING STREAMS WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.
- h. The term “services” refers to the education services.
- i. A “named user” is an individual authorized by the State of Michigan to use the products which are installed on a single server or delivered via an on-line environment, regardless of whether the individual is actively using the product at any given time, and is not transferable.

4. Cancellation and Rescheduling Policy.

- a. *Oracle may cancel or reschedule a class at its discretion, and if it does, will use reasonable efforts to notify you at least one week in advance.* You will not be charged for the Oracle cancellation or rescheduling. Cancel and reschedule requests must be received by Oracle University in email or other written communication.

- b. If the State of Michigan or Local government customer cancels an enrollment in a Public Event (e.g., ILT or LVC) course at least seven (7) calendar days prior to the course start date, no cancellation charge will be assessed. Cancellations one (1) to six (6) calendar days prior to the Public Event course start date will be charged 50% of assessed course fee. Students who do not cancel, do not show up for a Public Event course will pay the full course fee.
- c. If the State of Michigan or Local government customer cancels a Private Event course at least 14 calendar days prior to the course start date, no cancellation charge will be assessed. Cancellations 1-13 calendar days prior to the Private Event course start date will be charged 50% of assessed course fee. If an event is cancelled on the scheduled start date, or students do not show up for the event, then 100% of the course fee will be assessed.

5. Student Satisfaction Program.

- a. Oracle's 100% Student Satisfaction program applies to those publicly scheduled and publicly available Oracle University Instructor Led Training classes that are identified as part of the 100% Student Satisfaction program at the time the class is purchased. In the event that a student who has completed such a class and been present for all of the offering is not, in his/her reasonable opinion, satisfied with the class, then the student must notify Oracle by emailing *customersat_us@oracle.com* within 5 business days of the completion of the class. Oracle will then permit the student to retake the same version of the same class title (or at the student's option, the equivalent class provided online, if available) once more for free within 90 days of Oracle's receipt of the notification. The Student Satisfaction program does not apply: (i) to the retaken class; (ii) Training On Demand courses; (iii) if the student is not able to satisfy the above criteria for reasons beyond Oracle's reasonable control. Oracle is not responsible for any applicable taxes, transportation costs, lodging costs or other expenses or costs related to the retake. Oracle has the option, at its sole discretion, of providing a refund for the class fees in lieu of permitting a class retake if for any reason, including scheduling, Oracle considers a refund to be appropriate. This is the sole remedy and Oracle's exclusive liability in the event that a student is not satisfied with the class.

6. Student Kit Materials.

- a. Oracle now supports the electronic delivery of Student Kit Materials (eKits). As part of the registration process, you are required to provide an e-mail address so that Oracle may send you a secure password required for the download of the eKit Student materials. Students have a period of 90 days from the day they receive their eKit notification email to access and download their eKit. Each eKit will be personalized with the student name and email address that is licensed to the registered student for their use only. Reproduction or distribution to a third party of Student Kit Materials is strictly prohibited. Hard-copy Student Kit Materials are not provided in the classroom for eKit-enabled classes. Hard Copy student kits may be purchased from Oracle University at an additional cost once an eKit class event has been completed. Class fees (including Training On Demand fees) are fully payable and non-refundable once you have downloaded the eKit materials (regardless of how far in advance of the class date you undertake the download). Oracle University Student Kit Materials are not available or authorized for purchase from any third party. Students who were unable to attend a confirmed class due to unforeseen reasons and have paid the 100% cancellation fee per the terms of the Class Cancellation Policy may request a copy of the Student Kit Materials used in conjunction with the class. Students must make this request to their Oracle University sales representative within 60 days of the originally scheduled class.

7. Price Lists

| | <u>Cur</u> <u>ren</u> <u>cy</u> | <u>Public</u> <u>Pricing</u> | <u>Metric</u> |
|---|---------------------------------------|---------------------------------|--|
| <u>Instructor Led Training(ILT), Live Virtual Classroom(LVC) Training & Seminar Formats:</u> | | | |
| Entry | US D | \$480.00 | Single Named User Per Delivery Day |
| Standard | US D | \$700.00 | Single Named User Per Delivery Day |
| Premium | US D | \$840.00 | Single Named User Per Delivery Day |
| Premium Plus | US D | \$1,000.00 | User Per Delivery Day |
| Entry Accelerated | US D | \$480.00 | Single Named User Per Content Day |
| Standard Accelerated | US D | \$700.00 | Single Named User Per Content Day |
| Premium Accelerated | US D | \$840.00 | Single Named User Per Content Day |
| Premium Plus Accelerated | US D | \$1,000.00 | User Per Content Day |
| Taleo TEE and Learn Instructor | US D | \$700.00 | Single Named User Per Delivery Day |
| Taleo Assessment Instructor | US D | \$840.00 | Single Named User Per Delivery Day |

| | | <u>Private</u> <u>Event</u> <u>Pricing</u> | <u>Metric</u> | <u>On</u> <u>e-</u> <u>day</u> | <u>Two</u> <u>=</u> <u>day</u> | <u>Thr</u> <u>ee-</u> <u>days</u> | <u>Fou</u> <u>r-</u> <u>day</u> | <u>Five</u> <u>=</u> <u>day</u> |
|--|---------|--|---------------------|--------------------------------------|--------------------------------------|---|---------------------------------------|---------------------------------------|
| <u>Private Event Training & Seminars - On-Site; up to 16 people</u> | | | | | | | | |
| Entry | US D | varies | Per Delivery Day | \$5, 617 | \$9,8 63.5 | \$14, 109 | \$18, 355 | \$22, 601 |
| Standard | US D | varies | Per Delivery Day | \$7, 492 | \$13, 613 | \$19, 734 | \$25, 855 | \$31, 976 |
| Premium | US D | varies | Per Delivery Day | \$8, 642 | \$15, 913 | \$23, 184 | \$30, 455 | \$37, 726 |
| Premium Plus | US D | varies | Per Delivery Day | \$9, 817 | \$18, 263 | \$26, 709 | \$35, 155 | \$43, 601 |
| Entry Accelerated | US D | varies | Per Content Day | \$5, 617 | \$9,8 63.5 | \$14, 109 | \$18, 355 | \$22, 601 |

| | | | | | | | | |
|---|----|----------|--------------|------|-------|-------|-------|-------|
| | | | | .65 | 3 | 41 | 29 | 18 |
| | | | | \$7, | \$13, | \$19, | \$25, | \$31, |
| | US | | Per Content | 492 | 613. | 734. | 855. | 976. |
| Standard Accelerated | D | varies | Day | .65 | 53 | 41 | 29 | 18 |
| | | | | \$8, | \$15, | \$23, | \$30, | \$37, |
| | US | | Per Content | 642 | 913. | 184. | 455. | 726. |
| Premium Accelerated | D | varies | Day | .65 | 53 | 41 | 29 | 18 |
| | | | | \$9, | \$18, | \$26, | \$35, | \$43, |
| | US | | Per Content | 817 | 263. | 709. | 155. | 601. |
| Premium Plus Accelerated | D | varies | Day | .65 | 53 | 41 | 29 | 18 |
| | | | | \$5, | \$9,8 | \$14, | \$18, | \$22, |
| | US | | Per Delivery | 617 | 63.5 | 109. | 355. | 601. |
| Taleo TEE and Learn Instructor | D | varies | Day | .65 | 3 | 41 | 29 | 18 |
| | | | | \$7, | \$13, | \$19, | \$25, | \$31, |
| | US | | Per Delivery | 492 | 613. | 734. | 855. | 976. |
| Taleo Assessment Instructor | D | varies | Day | .65 | 53 | 41 | 29 | 18 |
| | | | | | | | | |
| | | | Per Delivery | | | | | |
| Private Event additional student, over 16 | US | | Day, Per | | | | | |
| | D | \$511.00 | Student | | | | | |

| <u>Private Event Training & Seminars - Virtual; up to 16 people</u> | | | <u>Private Event Pricing</u> | <u>Metric</u> |
|---|----|-----------|------------------------------|---------------|
| | US | \$3,800.0 | Per Delivery | |
| Entry | D | 0 | Day | |
| | US | \$5,675.0 | Per Delivery | |
| Standard | D | 0 | Day | |
| | US | \$6,825.0 | Per Delivery | |
| Premium | D | 0 | Day | |
| | US | \$8,000.0 | Per Delivery | |
| Premium Plus | D | 0 | Day | |
| | US | \$3,800.0 | Per Content | |
| Entry Accelerated | D | 0 | Day | |
| | US | \$5,675.0 | Per Content | |
| Standard Accelerated | D | 0 | Day | |
| | US | \$6,825.0 | Per Content | |
| Premium Accelerated | D | 0 | Day | |
| | US | \$8,000.0 | Per Content | |
| Premium Plus Accelerated | D | 0 | Day | |
| | US | \$3,800.0 | Per Delivery | |
| Taleo TEE and Learn Instructor | D | 0 | Day | |
| | US | \$5,675.0 | Per Delivery | |
| Taleo Assessment Instructor | D | 0 | Day | |
| | | | Per Delivery | |
| | US | | Day, Per | |
| Private Event additional student, over 16 | D | \$511.00 | Student | |

Subscriptions

TERM

| | | | | |
|--|-----|--|---|--------------|
| Entry Training on Demand | USD | \$480.00 | Per Delivery Day | 90 Days |
| Standard Training on Demand | USD | \$700.00 | Per Delivery Day | 90 Days |
| Premium Training on Demand | USD | \$840.00 | Per Delivery Day | 90 Days |
| Premium Plus Training on Demand | USD | \$1,000.00 | Per Delivery Day | 90 Days |
| Entry Training on Demand Renewal | USD | \$240.00 | Per Delivery Day | |
| Standard Training on Demand Renewal | USD | \$350.00 | Per Delivery Day | |
| Premium Training on Demand Renewal | USD | \$420.00 | Per Delivery Day | |
| Premium Plus Training on Demand Renewal | USD | \$500.00 | Per Delivery Day | |
| Learning Streams | USD | \$1,000.00 | Per Named User | 12 Months |
| Unlimited Learning Subscription (ULS) | USD | \$8,880.00 | Per Named User [10 User Minimum] | 12 Months |
| Enterprise Digital Training Solution (EDTS): Unlimited Learning Subscription + Unlimited Live Virtual Class Subscription | USD | EDTS Pricing 12 Months Table [Below] | Per Named User [*100 User Minimum] | |

| Named Users | List Price Per Named User |
|--|----------------------------------|
| 100+ | \$ 11,100.00 |
| 250+ | \$ 8,880.00 |
| 500+ | \$ 7,104.00 |
| *Once initial 100 User Minimum requirement is met, additional users may be procured at a lower 10 User Minimum threshold and at the same rate; if purchased prior to the expiration date of the initial qualifying EDTS investment 12-month subscription period. | |

Certification

| | | | |
|-------------------------------------|-----|------------|-------------------------------|
| ePractice exam | USD | \$65.00 | Single Named User per Exam |
| Kaplan Online Access ePractice Exam | USD | \$69.00 | Single Named User per Exam |
| Kaplan Downloadable ePractice Exam | USD | \$99.00 | Single Named User per Exam |
| Online Certification | USD | \$125.00 | Single Named User per Exam |
| Oracle Core Certification | USD | \$245.00 | Single Named User per Exam |
| Oracle Masters Practicum | USD | \$1,166.00 | Single Named User per Day |

User Adoption Services

| | | | |
|---|-----|--------|----------|
| Associate Instructor – Training (Acquisition) | USD | varies | Per Hour |
|---|-----|--------|----------|

| | | | |
|--|-----|--------|----------|
| Staff Instructor – Training (Acquisition) | USD | varies | Per Hour |
| Senior Instructor – Training (Acquisition) | USD | varies | Per Hour |
| Principal Instructor – Training (Acquisition) | USD | varies | Per Hour |
| Senior Principal Instructor – Training (Acquisition) | USD | varies | Per Hour |
| Product Training Manager (Acquisition) | USD | varies | Per Hour |

User Adoption Services - Oracle Content

| | | | |
|---|-----|--------|----------|
| Associate Instructor – Training (Oracle) | USD | varies | Per Hour |
| Staff Instructor – Training (Oracle) | USD | varies | Per Hour |
| Senior Instructor – Training (Oracle) | USD | varies | Per Hour |
| Principal Instructor – Training (Oracle) | USD | varies | Per Hour |
| Senior Principal Instructor – Training (Oracle) | USD | varies | Per Hour |
| Product Training Manager (Oracle) | USD | varies | Per Hour |

UPK Launch Packs

| | | | |
|----------------------|-----|----------|---|
| UPK Launch Pack | USD | \$30,000 | Per Project Set of UPK Launch Pack |
| UPK Launch Mini-Pack | USD | \$20,000 | Per Project Set of UPK Launch Mini-Pack |

Toolkit

| | | | |
|--|-----|---------|-----------------|
| Taleo Adoption Learning Services Program Toolkit | USD | \$6,500 | Per Content Day |
| Taleo Toolkit: Onboarding Trainer | USD | \$6,500 | Per Content Day |
| Taleo Toolkit (TEE): Recruiting Managers | USD | \$6,500 | Per Content Day |
| Taleo Toolkit (TEE): Career Planning | USD | \$6,500 | Per Content Day |
| Taleo Toolkit (TEE) Development Planning | USD | \$6,500 | Per Content Day |
| Taleo Toolkit (TEE): Goal Management | USD | \$6,500 | Per Content Day |
| Taleo Toolkit (TEE): HR Administration | USD | \$6,500 | Per Content Day |
| Taleo Toolkit (TEE): Navigation and Feedback | USD | \$6,500 | Per Content Day |
| Taleo Toolkit (TEE): Performance Reviews | USD | \$6,500 | Per Content Day |
| Taleo Toolkit (TEE): Succession Planning | USD | \$6,500 | Per Content Day |
| OU Toolkit License | USD | \$6,500 | Per Year |

OU Framework

| | | | |
|-------------------|-----|---------|---------|
| Customization Day | USD | \$1,800 | Per Day |
| Design Day | USD | \$2,200 | Per Day |
| Program Mgmt Day | USD | \$2,700 | Per Day |

Custom Courseware

| | | | |
|--|-----|----------|-----------------|
| Rel 11i to Rel 12 Financial New Features End User Course | USD | \$12,500 | Per Content Day |
|--|-----|----------|-----------------|

| | | | |
|---|-----|----------|-----------------|
| OU Courseware License | USD | \$12,500 | Per Content Day |
| Hyperion Planning End User Courseware | USD | \$12,500 | Per Content Day |
| Hyperion Financial Management End User Courseware | USD | \$12,500 | Per Content Day |
| OBIEE End User Courseware | USD | \$12,500 | Per Content Day |
| CC&B 2.3 - Gas End User Courseware | USD | \$12,500 | Per Content Day |
| CC&B 2.3 - Electric End User Courseware | USD | \$12,500 | Per Content Day |
| CC&B 2.4 - Gas End User Courseware | USD | \$12,500 | Per Content Day |
| Taleo (TEE): Getting Started with the Recruiting Center Course Ed | USD | \$12,500 | Per Content Day |
| Taleo (TEE): New Recruiting Features for End Users Course Ed | USD | \$12,500 | Per Content Day |
| Taleo (TEE): Prescreening Made Easy Course Ed | USD | \$12,500 | Per Content Day |
| Taleo (TEE): Searching Solutions Course Ed | USD | \$12,500 | Per Content Day |

APPENDIX J

Oracle Hardware and Systems Support Policies

This Appendix J is an Appendix to the Hardware, Software License and Service Agreement (together with all appendices, schedules, attachments and documents incorporated therein by reference, the "Agreement") between the State of Michigan ("State", "Customer" or "You") and Oracle America, Inc. ("Oracle").

Oracle Hardware and Systems Support Policies

Effective Date: 1-April-2015

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1. Overview

Unless otherwise stated, these Hardware and Systems Support Policies apply to technical support for all Oracle server and storage and Oracle point of sale product lines.

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

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

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels for Systems section below, you must: (i) provide Oracle with the serial number and/or other identification and entitlement information for all server and storage equipment and/or point of sale products manufactured by or for Oracle and sold by Oracle (either directly or by an Oracle-authorized distributor) ("hardware system") in the manner specified by Oracle; and (ii) pay a technical support fee. A hardware system meeting these two requirements and under contract to receive technical support is referred to as a "covered hardware system." Components and options purchased separately from Oracle from your original equipment purchase are included in the definition of hardware system for the purposes of determining the technical support fee. Oracle will make commercially reasonable efforts to provide the technical support service as described below.

Oracle's obligations under these Hardware and Systems Support Policies do not apply to any malfunctions in a hardware system that could be avoided if you incorporate or implement a hardware or integrated software update or any workaround previously provided by Oracle which would correct the malfunction or to a hardware system that has been (i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle serial number tag on the hardware); (ii) maltreated or used in a manner other than in accordance with the relevant documentation; (iii) repaired by any third party in a manner which fails to meet Oracle's quality standards; (iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner; (v) used with equipment or software not covered by the service offering, to the extent that problems are attributable to such use; (vi) relocated, to the extent that problems are attributable to the relocation; (vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations; (viii) used by parties appearing on the most current U.S. export exclusion list; (ix) relocated to countries subject to U.S. trade embargo or restrictions; or (x) used remotely to facilitate any activities in the countries referenced in (ix) above or (xi) purchased from any entity other than Oracle or an Oracle-authorized distributor.

Oracle may use subcontractors in the performance of technical support and it warrants the quality of subcontractor work per the warranty terms of your agreement with Oracle.

Oracle will provide technical support in accordance with Oracle's services privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.htm> and Oracle's Global Customer Support Security Practices, as referenced below.

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

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

2. Support Terms

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate ("payment plan"). Your payment or commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

Support Period

Technical support is effective upon the date of delivery of the hardware unless stated otherwise in your order. Unless otherwise stated in the order, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. Oracle is not obligated to provide technical support beyond the end of the support period.

Matching Service Levels

When acquiring technical support, all hardware systems must be supported, except Oracle Retail and Hospitality Hardware, (e.g., under Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems or Oracle Communications EAGLE Premier Support) or all hardware systems must be unsupported. The preceding sentence pertains to: (i) all of your hardware systems running the Solaris Operating system release 10 Update 9 or later, (ii) all of your hardware systems running the Oracle Linux and Oracle VM operating system, and (iii) all hardware systems that benefit in any way from your support of a covered hardware system (e.g., including hardware systems that share updates, patches, fixes, security alerts, work-arounds, configuration/installation assistance or parts with a covered hardware system). If you have acquired your Oracle Linux and Oracle VM support services under a separate Oracle Linux and Oracle VM Services Agreement then that hardware system is a covered hardware system under this matching service level policy. When acquiring technical support for point of sale hardware such as Oracle Retail and Hospitality Hardware, all such point of sale hardware systems must be supported or all must be unsupported if the point of sale hardware systems are: (i) the same type (e.g., workstations); (ii) located at the same physical location; and (iii) benefit in any way from your support of a covered point of sale hardware system (e.g., including hardware systems that share updates, patches, fixes, security alerts, work-arounds, configuration/installation assistance or parts with a covered hardware system). Hardware systems that have reached an end of service life or that you register with Oracle as retired are excluded from the above policy.

Reinstatement of Oracle Technical Support

If Oracle Premier Support for Systems or Oracle Premier Support for Oracle Retail and Hospitality Hardware lapses for more than 90 days or was not purchased at the time you acquired your hardware system, then your hardware system must be qualified as service-ready before technical support can be reinstated. To qualify as service-ready you must acquire the Premier Support Qualification Service (at the then current fees) and meet all requirements set forth by the service team to obtain a qualification certificate for your hardware system.

If technical support lapses or was not originally purchased with your hardware system, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the covered hardware system; b) if you never acquired technical support for the relevant hardware system, then the reinstatement fee is 150% of the net technical support fee that would have been charged if support had been ordered originally for the relevant hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original hardware system delivery date.

In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve support month period shall be the last annual technical support fee you paid for the relevant hardware system; (ii) if you never acquired technical support for the relevant hardware system, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

If you previously acquired support from an Oracle-authorized distributor and are now acquiring support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee for the hardware system.

Upgrading Your Support Level

In the event you have acquired Oracle Premier Support for Operating Systems and later choose to upgrade to Oracle Premier Support for Systems, your hardware system must be qualified as service-ready before the technical support can be upgraded. To qualify as service-ready you must acquire the Premier Support Qualification Service (at the then current fees) and meet all requirements set forth by the service team to obtain a qualification certificate for your hardware system. You will be subject to an upgrade fee equal to the difference in price between the Oracle Premier Support for Systems and the Oracle Premier Support for Operating Systems with such difference being prorated from the date that any prior System Support lapsed (or the hardware order date if System Support was never purchased).

Pricing following Reduction of Covered Hardware System or Service Level

Pricing for support is based upon the level of support and the volume of covered hardware systems for which support is ordered. In the event that (i) your hardware system reaches end of service life or (ii) you notify Oracle that you are retiring the hardware system, or (iii) you change service level for all of your systems, then Oracle will reduce your support fee at the next renewal for these reductions.

Unsupported Hardware Systems

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

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts

must be knowledgeable about the Oracle supported hardware systems and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

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

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

First and Second Line Support

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

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported hardware system(s), you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., accept remote connections, provide Explorer Files and/or Core Files) required to provide Second Line Support; however, please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices section below.

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

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

Program Updates

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

Right to End of Service Life

It may become necessary (i) as a part of Oracle's product lifecycle or (ii) if a vendor retires support for its product or the relationship with the vendor is terminated, to announce an End of Service Life date for a hardware system

and, therefore, Oracle reserves that right. Oracle will use commercially reasonable efforts to provide twelve (12) months advance notice of End of Service Life. End of Service Life information is available on [My Oracle Support](#). End of Service Life information is subject to change.

Other Third Party Products

Oracle does not itself provide any technical support services for third party warranted hardware (hardware identified on your order by a statement that the warranty will be provided by a third party) or any other third party products installed into or attached to the hardware system by you or your representative other than Oracle (collectively "other third party products"). Further, if other third party products are installed, or fail, in a manner that damages the Oracle hardware system, then the technical support will not cover such damage. Other third party products may also impede and/or add costs in obtaining technical support for certain failure conditions. Interoperability, timing, and intermittent failures are some examples of failure conditions that may require the removal or replacement of other third party products from the Oracle hardware system. Replacement or repair of any damaged components in these situations would be subject to additional charges.

For those failure conditions directly or indirectly related to other third party products (which would include any components accessing or connected to that product that are exhibiting failures), Oracle may, at its sole discretion, remove the other third party products, or require the customer to remove the other third party products, before commencing with the troubleshooting process. Oracle's services for removing the other third party products will be subject to additional charges and if it is determined that the cause of the failure is the other third party products, then Oracle will charge for the entire service call.

If it is determined that the other third party products are not the cause of the failure (i.e., if the problem would have occurred even if the other third party products were not installed in or attached to the hardware system), then Oracle's service call will be addressed under the terms of any existing Oracle technical support contract; provided that the removal of other any third party products by Oracle will be subject to additional charges.

Technology Refresh

If you acquire a new hardware system(s) and technical support from Oracle or an Oracle-authorized partner, you may be eligible to receive a credit for unused support on the decommissioned hardware system(s) currently under an active support contract with Oracle. In order to be eligible for the credit, you must complete the Hardware System Decommission Form which can be found [here](#) and submit it within one (1) year of the delivery date of the new hardware system(s). If a credit for unused support is due then such credit will be calculated from the date Oracle receives the Hardware System Decommission Form through the end of the current support period for the decommissioned hardware system(s). The credit for unused support will not exceed the total annual support fee for the new hardware system(s).

3. Lifetime Support

Lifetime Support consists of the following service levels:

- Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Oracle Communications EAGLE Premier Support, and Oracle Premier Support for Oracle Retail and Hospitality Hardware
- Extended Support for Operating Systems(if offered)
- Sustaining Support for Operating Systems

A description of the services available under Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Oracle Communications EAGLE Premier Support, Oracle Premier Support for Oracle Retail and Hospitality Hardware, Extended Support for Operating Systems and Sustaining Support for Operating Systems is included in the Oracle Technical Support Levels section below.

When offered, Oracle Premier Support for Systems, Oracle Communications EAGLE Premier Support and Oracle Premier Support for Oracle Retail and Hospitality Hardware will be available for a minimum of five years from the last ship date of the hardware system. When offered, support for the operating systems included under either Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems will be available for ten

years from the date a release of the operating system becomes generally available, except as noted below. If offered, support for specific releases of the operating system may be extended for an additional three years with Extended Support for Operating Systems. In addition to the technical support fee, an Extended Support for Operating Systems fee applies for each support period for which Extended Support for Operating Systems is purchased. Alternatively, and if offered, support for specific releases of the operating system may be extended with Sustaining Support for Operating Systems, which will be available for as long as you maintain either Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems for your Oracle hardware system.

If an operating system included under Oracle Premier Support for Systems moves into Extended Support for Operating Systems and/or Sustaining Support for Operating Systems, you may maintain Oracle Premier Support for Systems except that the technical support received for the operating system will be provided under Extended Support for Operating Systems or Sustaining Support for Operating Systems as described above and in the Oracle Technical Support Levels section below.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Sun Software and Operating System Products](#)" (PDF) for Oracle Solaris, Oracle Linux and Oracle VM program releases that are, or will be, covered by the Lifetime Support Policy.

Notes:

1. Solaris Express - Program fixes and security patches for Solaris Express will be provided for six (6) months from the date that a release of Solaris Express becomes generally available. This applies to program fixes and security patches released by Oracle and does not include freely available updates from the OpenSolaris or Solaris Express Community.
2. Oracle Solaris 8 – For customers with a current support contract for the Oracle Solaris 8 release, new Severity 1 fixes and new security fixes will be available for the period of July 2012 – October 2014.

4. Oracle Technical Support Levels for Systems

Oracle Premier Support for Systems

Oracle Premier Support for Systems consists of services in support of hardware systems, operating system software and integrated software (including integrated software options). For hardware systems, this support is limited to (i) server and storage hardware and (ii) Tekelec BNS and PIC hardware. For Oracle servers, this support applies to the following operating system software: Oracle Solaris, OpenSolaris, Trusted Solaris 8, Oracle Linux, and Oracle VM. For Tekelec BNS and PIC hardware, this support applies to the operating system software included with the hardware system. Unless otherwise stated in this section, Oracle Premier Support for Systems consists of:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software
- Critical patch updates for Oracle Solaris operating system software
- Upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- Major product and technology releases for operating system software and integrated software (including integrated software options), if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Onsite installation of integrated software updates specified as Oracle Installable in the "[Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#)"
- Onsite hardware support for Oracle server or storage systems
- Field Change Orders – system modification recommendations
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network

- Access to certain Oracle Linux security patches that may be applied while your hardware system is operating and does not require a system reboot¹
- Hardware certification
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux or Oracle VM program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Access to Oracle Enterprise Tape Analysis and Data Recovery services for the Oracle StorageTek tape media specified at <http://www.oracle.com/us/support/library/ent-tape-analysis-dr-services-1708102.pdf>
- Non-technical customer service during normal business hours

Notes:

1. Oracle has made available at linux.oracle.com certain tools for download, that are required to enable the applicable Oracle Linux security patches to be applied to your hardware system while the hardware system is operating. These tools are subject to the "Tools Used to Perform Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (i) you will not be able to download and apply security patches while your hardware system is operating, and (ii) you will be required to reboot the hardware system in order to apply the security patch.

System Maintenance

You agree to perform prescribed system maintenance, including but not limited to, installing software updates for system software or integrated software, maintaining file systems, replacing air filters and batteries as needed, and tracking proactive diagnostic information.

Replacement Hardware Parts

If Oracle determines that the replacement of a hardware part is necessary, Oracle will send a replacement part to your location in accordance with the ["Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates."](#) Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Times Targets for Hardware Support noted below, except as otherwise noted herein. Replacement parts will be of new or like-new quality. After five (5) years from last ship date, replacement parts may not be readily available and the response times for sending replacement parts may be delayed.

Return of Malfunctioning Parts

If Oracle sends a replacement part to you, you will ensure that the malfunctioning part is returned to Oracle in accordance with all shipping or courier instructions from Oracle (unless you have an agreement with Oracle allowing you to retain the malfunctioning part). You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives ("drives") before you return the drives for repair or replacement. You are responsible for ensuring that you remove any kind of removable media (e.g., tapes) prior to returning any drives; if you need assistance with the removal of such media from a drive, please contact OSS to assist with its removal. Title in the malfunctioning part shall transfer back to Oracle upon removal from your hardware system. If you fail to return any malfunctioning part within forty-five (45) days of shipment to you, you will be charged the then-current fee for the malfunctioning part.

Oracle Premier Support for Operating Systems

Oracle Premier Support for Operating Systems consists of services in support of (i) operating system and virtualization software for Oracle Solaris, OpenSolaris, Trusted Solaris 8, Oracle Linux, and Oracle VM and (ii) integrated software (including integrated software options). Unless otherwise stated in this section, Oracle Premier Support for Operating Systems consists of:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software
- Critical patch updates for Oracle Solaris operating system software
- Upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- Major product and technology releases for operating system software and integrated software (including integrated software options), if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Onsite installation of integrated software updates specified as Oracle Installable in the ["Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates"](#)
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to certain Oracle Linux security patches that may be applied while your hardware system is operating and does not require a system reboot
- Hardware certification
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux or Oracle VM program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>
- Non-technical customer service during normal business hours

Notes:

1. Oracle has made available at linux.oracle.com certain tools for download, that are required to enable the applicable Oracle Linux security patches to be applied to your hardware system while the hardware system is operating. These tools are subject to the "Tools Used to Perform Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (i) you will not be able to download and apply security patches while your hardware system is operating, and (ii) you will be required to reboot the hardware system in order to apply the security patch.

Extended Support for Operating Systems

Extended Support for Operating Systems may be offered for certain supported Oracle Solaris operating system software releases after Premier Support expires. Please see Oracle's Lifetime Support Policies for more information. When Extended Support for Operating Systems is offered, it is generally available for the terminal codeline release of a program. Unless otherwise stated in this section, supported Oracle Solaris operating system software releases for which Extended Support for Operating Systems is offered and in the Extended Support lifecycle will receive Oracle Premier Support for Operating Systems or technical support for Oracle Solaris under Oracle Premier Support for Systems limited to the following:

- Program updates, fixes, security patches, and security alerts

- Critical patch updates for Oracle Solaris operating system software
- Upgrade tools
- Major product and technology releases for Oracle Solaris operating system software, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Access to Platinum Services as described at
- <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf> Non-technical customer service during normal business hours

Extended Support for Operating Systems does not include:

- Certification with most new third-party products/versions or most new Oracle programs

Extended Support for Operating Systems is not available for OpenSolaris, Trusted Solaris 8, Oracle Linux and Oracle VM.

Sustaining Support for Operating Systems

Sustaining Support for Operating Systems may be available for certain operating system software releases. Program releases eligible for Sustaining Support for Operating Systems will receive Oracle Premier Support for Operating Systems or technical support for the operating system under Oracle Premier Support for Systems limited to the following:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems, and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends)
- Critical patch updates for Oracle Solaris operating system software created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends)
- Upgrade tools created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems period and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends).
- General maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>
- Non-technical customer service during normal business hours

Sustaining Support for Operating Systems does not include:

- New program updates, patches, fixes, security patches, security alerts, general maintenance releases, selected functionality releases, documentation updates
- New critical patch updates for Oracle Solaris operating system software
- New upgrade tools
- Certification with most new third-party products/versions or most new Oracle products

- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes
- Previously released fixes or updates that Oracle no longer supports.

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited.

Oracle Premier Support for Oracle Retail and Hospitality Hardware

Oracle Premier Support for Oracle Retail and Hospitality Hardware consists of services in support of point of sale hardware systems. Point of sale hardware systems are comprised of: workstations, tablets, handhelds, scanners, printers, cash drawers, displays and payment solutions (“Oracle Retail and Hospitality Hardware”). Oracle Premier Support for Oracle Retail and Hospitality Hardware consists of:

- Assistance with service request 24 hours per day, 7 days a week
- Ability to log service requests as specified in the following link: <http://www.oracle.com/us/corporate/acquisitions/micros/support/index.html>
- Onsite hardware support for Oracle Retail and Hospitality Hardware specified as Field Replaceable Units in the [“Oracle Retail and Hospitality Hardware Delivery Method Chart”](#)
- Non-technical customer service during normal business hours

For onsite response time targets for Oracle Premier Support for Oracle Retail and Hospitality Hardware only, if Oracle determines, in its sole discretion, that onsite support is appropriate, reasonable efforts will be made to have an engineer arrive at your location within the response time target guidelines below, except as otherwise specified herein. The response time target guidelines for Oracle Retail and Hospitality Hardware on a ship or other water vessel, regardless of severity level, are limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle’s receipt of the malfunctioning hardware. Oracle’s failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle’s discretion. Except for Severity 1, the response times specified in the guidelines below are during local business hours only. For Severity 1, onsite response time targets specified in the guidelines below are during extended business hours as follows: 9:00 am – 10:00 pm Monday – Sunday, including holidays. The distance specified in the guidelines is distance from an Oracle Service Location. Please refer to the attached document titled [“Oracle Service Locations”](#) (PDF) for a listing of service locations.

| Severity Level | Response Time Targets | | | | | | | Reasonable Efforts |
|----------------|-----------------------|----------------------|-----------------------|-----------------------|----------------------|-----------------------|-----------------------|------------------------|
| | 3 Hours | 4 Hours | 6 Hours | 8 Hours | 12 Hours | 16 Hours | 24 Hours | |
| Severity 1 | Within 30 miles | Within 31 – 75 miles | Within 76 – 125 miles | N/A | N/A | N/A | N/A | Greater than 125 miles |
| Severity 2 | N/A | Within 30 miles | Within 31 – 75 miles | Within 76 – 125 miles | N/A | N/A | N/A | Greater than 125 miles |
| Severity 3 | N/A | N/A | N/A | Within 30 miles | Within 31 – 75 miles | Within 76 – 125 miles | N/A | Greater than 125 miles |
| Severity 4 | N/A | N/A | N/A | N/A | Within 30 miles | Within 31 – 75 miles | Within 75 – 125 miles | Greater than 125 miles |

System Maintenance

You agree to perform system maintenance on the Oracle Retail and Hospitality Hardware as prescribed by Oracle in the relevant Oracle Retail and Hospitality Hardware documentation.

Replacement Oracle Retail and Hospitality Hardware

If Oracle determines that the replacement of Oracle Retail and Hospitality Hardware is necessary, Oracle will send replacement Oracle Retail and Hospitality Hardware (“replacement hardware”) to your location in

accordance with the ["Oracle Retail and Hospitality Delivery Method Chart"](#) Oracle will use reasonable efforts to send replacement hardware to you consistent with the response time target guidelines above. Replacement hardware will be of new or like-new quality. Notwithstanding the foregoing, after five (5) years from last ship date, of the Oracle Retail and Hospitality Hardware replacement hardware may not be readily available and the response times target guidelines for sending replacement hardware may be delayed.

Return of Malfunctioning Oracle Retail and Hospitality Hardware

If Oracle sends replacement hardware to you, unless otherwise stated in the order, you will ensure that the malfunctioning hardware is returned to Oracle in accordance with all shipping or courier instructions from Oracle. You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives ("drives") before you return the drives for repair or replacement. You are responsible for ensuring that you remove any kind of removable media (e.g., tapes) prior to returning any drives; if you need assistance with the removal of such media from a drive, please contact OSS to assist with its removal. Title in the malfunctioning part shall transfer back to Oracle upon removal from your hardware system. If you fail to return any malfunctioning hardware within forty-five (45) days of shipment to you and/or if Oracle determines the malfunctioning hardware has been maltreated or used in a manner other than in accordance with the relevant documentation, you will be charged the then-current fee for the malfunctioning hardware.

Oracle Communications EAGLE Premier Support

Oracle Communications EAGLE Premier Support consists of services in support of hardware systems and integrated software (including integrated software options) for Oracle Communications EAGLE hardware products only. Oracle Communications EAGLE Premier Support consists of:

- Program updates, fixes and security alerts for integrated software (including integrated software options)
- Remote installation of integrated software (including integrated software options)
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

For Oracle Communications EAGLE Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

| Severity Level | Response Time ¹ | Remote Restoration Time ¹ | Resolution Time ¹ |
|----------------|----------------------------|--------------------------------------|------------------------------|
| Severity 1 | 15 minutes | 6 hours | 30 calendar days |
| Severity 2 | 15 minutes | 48 hours | 30 calendar days |
| Severity 3 | N/A | N/A | 180 calendar days |

1. For purposes of the above table, the following definitions apply:

- Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
- Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable hardware system and when Oracle notifies you that a resolution has been offered. The Remote Restoration Time frames do not apply if (i) you do not have spares available onsite, (ii) integrated software or integrated software option code changes are required or (iii) onsite assistance is required by Oracle.
- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

5. Additional Services Available for Purchase

Oracle Priority Service for Sun Ray Peripherals

Oracle Priority Service for Sun Ray Peripherals consists of:

- Advanced Parts Exchange for keyboards, monitors and country kits; with next business day delivery to your location
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Customer Data & Device Retention Service

Oracle Customer Data & Device Retention Service permits you to retain disk drive(s), flash cache and/or parts that may contain sensitive, confidential, or classified data that have been removed from your hardware system. For the purposes of this service, (i) a disk drive is defined as a spinning media device that stores data accessed by the server, storage array, or tape system, (ii) flash cache is defined as any device having the ability to store information on a solid state media that is re-writable, and (iii) a part is defined as any item in a server, storage device, or network device containing non-volatile random access memory.

Oracle Customer Data & Device Retention Service consists of the following:

- If Oracle, in its sole discretion, determines that a disk drive(s), flash cache and/or parts need to be replaced, Oracle will send a replacement disk drive(s), flash cache, and/or parts to your location. Oracle personnel will install the replacement disk drive(s), flash cache and/or part and return the failed memory component to you. Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Time Targets for Hardware Support noted below.

If you acquire Oracle Customer Data & Device Retention Service, you will:

- Provide access to your facilities, systems, and operating environment, including root access.
- Provide access to your personnel, including IT and operational staff
- Provide a designated point of contact
- Be responsible for the proper disposal/destruction of replaced disk drive(s), flash cache and/or parts.

If you add Oracle Customer Data & Device Retention Service, you must maintain Oracle Premier Support for Systems; you must acquire Oracle Customer Data & Device Retention Service for (i) all servers of the same model number, (ii) all storage devices of the same model number, and/or (iii) all networking devices of the same model number.

If you renew Oracle Customer Data & Device Retention Services, the renewal fee for such services will be based on the Oracle Customer Data & Device Retention Service pricing policies in effect at the time of renewal.

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Onsite Spares

Oracle Onsite Spares provides you with delivery and maintenance of parts at your designated location(s). This service includes only those parts that are specified on your order.

Oracle Onsite Spares consists of the following:

- Parts
- Maintenance and replacement of parts
- Setup of parts onsite
- Semi-annual cycle counts
- Retrieval of parts at end of Support Period

If you acquire Oracle Onsite Spares, you will:

- Provide a secure storage area for parts clearly marked "Property of Oracle. You will ensure that (i) entry to such secure area is restricted to your personnel directly involved in shipping and receiving parts, and (ii) all vehicle and pedestrian access to your warehouse premises is secured against unauthorized access.
- Provide a designated point of contact

In order to acquire Oracle Onsite Spares, you must maintain Oracle Premier Support for Systems.

Oracle will maintain title to and ownership of parts unless or until any such part is exchanged with a damaged or faulty part and installed on a hardware system. Also, with the transfer of title to a part to you, title to the identical damaged or faulty part is transferred to Oracle.

If you renew Oracle Onsite Spares, the renewal fee for such services will be based on the Oracle Onsite Spares pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Business Critical Service for Systems

Oracle offers a service to provide additional service-levels for systems running mission critical business functions.

For information about the available service, please refer to

<http://www.oracle.com/us/corporate/contracts/bus-critical-service-for-systems-1927926.pdf>

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Oracle Business Critical Service for Systems is not subject to the Reinstatement policies stated above.

Advanced Customer Support

If you acquire any of the below Advanced Customer Support services on your order, Oracle will provide the services described in the applicable exhibit(s) specified below:

- [Oracle Priority Support](#)
- Oracle Standard Systems Installations:
 - [Oracle Standard System Installation \("OSS"\) - Basic Service Exhibit](#)
 - [Oracle Standard System Installation \("OSS"\) with Site Audit Services Exhibit](#)
 - [Oracle Standard System Installation \("OSS"\) without Site Audit Services Exhibit](#)
- [Oracle Standard Software Installation and Configuration for Systems](#)
- [Oracle Engineered Systems Configuration Services](#)
- [Oracle Preproduction Readiness Review for Systems Service](#) or [Oracle Preproduction Readiness Review for Oracle Platinum Services](#)
- [Oracle Go-Live Support for Systems Service](#) or [Oracle Go-Live Support for Oracle Platinum Services](#)
- [Oracle Start-Up Pack for Engineered Systems](#)

Oracle Tekelec Professional Services

If you acquire any of the below Tekelec Professional Services on your order, Oracle will provide the services described in the [Tekelec Professional Services Descriptions](#).

- Oracle Communications Hardware Engineering Site Survey – Per Node Per Site
- Oracle Communications Hardware Installation – Per DC Frame or DC Application Frame enclosure extension
- Oracle Communications Hardware Installation – Per AC Frame
- Oracle Communications DC Hardware Extension Installation – Per Frame – Rack mount server and Shelf additions
- Oracle Communications Hardware Extension Installation – AC or DC Blade Server/Eagle Card/Switches – Per 16 cards/switches per site
- Oracle Communications AC Hardware Extension Installation – Per Frame – Rack mount servers and AC enclosure additions

6. Web-Based Customer Support Systems

My Oracle Support

My Oracle Support is Oracle's customer support web site for hardware support. Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts.

The following Oracle products are not currently supported under My Oracle Support: Oracle Retail and Hospitality Hardware.

Clarify SelfService, MS CRM, PTS, ZenDesk and Onyx

The following policy applies to Oracle Retail and Hospitality Hardware only:

Access to the following MICROS Systems web-based customer support systems: Clarify SelfService, MS CRM, PTS, ZenDesk and Onyx are governed by the Terms of Use posted on the applicable MICROS Systems web site. The terms of Use are subject to change and a copy of these terms is available upon request. Access to the MICROS Systems web-based customer support systems is limited to your designated technical contacts.

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Oracle Premier Support for Systems and Oracle Premier Support for Operating Systems.

7. Tools Used to Perform Technical Support Services

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your hardware system (e.g., Oracle Shared Shell for hardware)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Auto Service Request)) to assist with issue resolution. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment ("tools data"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you. The tools may be subject to availability for selected products.

Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may also contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an order, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

Auto Service Request

Auto Service Request ("ASR") allows Oracle products which are ASR-enabled to automatically initiate a service request when specific hardware faults occur by sending fault telemetry information to Oracle. If the ASR enabled hardware is entitled to service, a service request will be initiated on your behalf. The specific hardware faults detected by ASR vary by product type, product version and operating system. Not all hardware faults are detected or sent to Oracle. The ASR fault coverage is subject to change by Oracle at any time and without prior notice.

8. Global Customer Support Security Practices

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

Please note that global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any health, payment card or other sensitive data that requires protections greater than those specified in the [Global Customer Support Security Practices](#). Information on how to remove sensitive data from your submission is available in My Oracle Support at <https://support.oracle.com/CSP/main/article?cmd=show&type=NOT&id=1227943.1>.

9. Severity Definitions

Service requests for your covered hardware system may be submitted by you online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

Severity 1

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

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts
- System functionality failure causes data loss or renders system unstable
- System malfunction causes mission critical applications to restart, hang, or suspend

Except as otherwise specified herein, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For response efforts associated with Oracle Communications EAGLE Premier Support, please see the Oracle Communications EAGLE Premier Support section above.

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

Severity 2

You experience a severe loss of service. Important features are unavailable with no acceptable workaround, impaired or broken functionality with significant impact to applications, and/or frequent application failure but not data loss; however, operations can continue in a restricted fashion.

Severity 3

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

Severity 4

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

10. Onsite Response Time Targets for Hardware Support

Except as otherwise specified herein, response time targets for hardware support are as specified below. The response time target for Sun Ray Clients, regardless of severity level, is limited to Advanced Parts Exchange with next business day delivery to your location. The response time target for Acme Packet hardware, regardless of severity level, is limited to Advanced Parts Exchange with next business day shipment to your location. The response time targets for Tekelec hardware (i.e., Oracle Communications EAGLE hardware, Tekelec BNS and PIC), regardless of severity level, are limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle's acknowledgement that replacement of a hardware part is necessary. The response time targets for Oracle Premier Support for Oracle Retail and Hospitality Hardware are as specified in the Oracle Premier Support for Oracle Retail and Hospitality Hardware section above.

Please refer to the attached document titled "[Oracle Service Locations](#)" (PDF) for a listing of service locations.

Severity 1

If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location within the time frames specified below.

- Within 2 hours: Your covered hardware system must be within 25 miles/40 kilometers of a designated Oracle service location
- Within 4 hours: Your covered hardware system must be within 26 – 49 miles/41 – 79 kilometers of a designated Oracle service location
- Next Day: Your covered hardware system is greater than 50 mile/80 kilometers from a designated Oracle service location

Severity 2

If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location within the time frames specified below. Onsite response times are during local business hours only.

- Within 4 hours: Your covered hardware system must be within 25 miles/40 kilometers of a designated Oracle service location
- Within same business day: Your covered hardware system must be within 26 – 49 miles/41 – 79 kilometers of a designated Oracle service location
- Next Business Day: Your covered hardware system is greater than 50 mile/80 kilometers from a designated Oracle service location

Severity 3

If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location the next business day from the close of local business hours or at a later mutually agreed-upon time (e.g., scheduled maintenance window).

Note:

The geographic location of your covered hardware system may cause on-site service to be unavailable or may require additional charges or longer Severity 1, Severity 2 and Severity 3 response times. Oracle reserves the right, in its sole discretion, to adjust Severity 1, Severity 2 and Severity 3 on-site response times or charge additional fees based on the location of the covered hardware system. Actual response times are subject to acts and conditions beyond Oracle's control and, therefore, Oracle's response may be delayed. Oracle is not responsible for response delays caused by factors outside its control. You should contact an Oracle Support Sales representative for more details regarding availability for your covered hardware systems.

11. Contact Information

Phone numbers and contact information can be found on Oracle's support web site located [here](#).

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE
 OF
 CONTRACT NO. 071B4300149**
 between
THE STATE OF MICHIGAN
 and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|--|-----------------|-------------------------|
| Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065 | Joe Mudroch | joe.mudroch@oracle.com |
| | TELEPHONE | CONTRACTOR #, MAIL CODE |
| | 314-477-4418 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|--------------------------------------|--------|---------------|--------------|--|
| CONTRACT COMPLIANCE INSPECTOR (CCI): | DTMB | Reid Sisson | 517-241-1638 | SissonR@michigan.gov |
| BUYER: | DTMB | Whitnie Zuker | 517-284-7030 | zukerw@michigan.gov |

| CONTRACT SUMMARY: | | | |
|---|-----------------|-------------------------|---|
| Oracle Software and Technical Support Services | | | |
| INITIAL TERM | EFFECTIVE DATE | INITIAL EXPIRATION DATE | AVAILABLE OPTIONS |
| 5 years | August 29, 2014 | August 28, 2019 | Three (3), one-year |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| Net 30 | N/A | N/A | N/A |
| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MIDEAL PARTICIPANTS |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| MINIMUM DELIVERY REQUIREMENTS: | | | |
| N/A | | | |
| MISCELLANEOUS INFORMATION: | | | |
| N/A | | | |
| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: | | | \$65,000,000.00 |

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B4300149
 between
THE STATE OF MICHIGAN
 and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|--|-----------------|-------------------------|
| Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065 | Joe Mudroch | joe.mudroch@oracle.com |
| | TELEPHONE | CONTRACTOR #, MAIL CODE |
| | 314-477-4418 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|--------------------------------------|--------|---------------|--------------|--|
| CONTRACT COMPLIANCE INSPECTOR (CCI): | DTMB | Reid Sisson | 517-241-1638 | SissonR@michigan.gov |
| BUYER: | DTMB | Whitnie Zuker | 517-284-7030 | zukerw@michigan.gov |

| CONTRACT SUMMARY: | | | |
|---|-----------------|-------------------------|---|
| Oracle Software and Technical Support Services | | | |
| INITIAL TERM | EFFECTIVE DATE | INITIAL EXPIRATION DATE | AVAILABLE OPTIONS |
| 5 years | August 29, 2014 | August 28, 2019 | Three (3), one-year |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| Net 30 | N/A | N/A | N/A |
| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| MINIMUM DELIVERY REQUIREMENTS: | | | |
| N/A | | | |
| MISCELLANEOUS INFORMATION: | | | |
| N/A | | | |
| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: | | | \$65,000,000.00 |

THIS IS NOT AN ORDER: This Contract is awarded on the basis of our inquiry bearing the solicitation #0071141114B0000937. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

\$65,000,000.00 has been initially allocated for Oracle Licensed Software and Oracle Software Updates and Technical Support. Additional funding for hardware, additional software, consulting services, advanced customer support services, training, cloud services, and/or any other services or products made available for purchase by Oracle (to the extent the Contract Agreement is amended to permit the sale and purchase of such products and/or services), etc. may be allocated at later date per State Ad Board Approval on August 26, 2014.

Notice of Contract #: 071B4300149

| FOR THE CONTRACTOR: | FOR THE STATE: |
|----------------------------------|--|
| Oracle America, Inc. | |
| Firm Name | Signature |
| | Sharon Walenga-Maynard, Sourcing Director |
| Authorized Agent Signature | Name/Title |
| | DTMB Procurement |
| Authorized Agent (Print or Type) | Enter Name of Agency |
| | |
| Date | Date |



Article 1

1.000 Contract Identification

1.001 CONTRACT REQUEST

The purpose of the attached Software License and Service Agreement (this "Contract" or "SLSA") is to provide the State of Michigan, Department of Technology, Management and Budget (DTMB) with a contract vehicle for the procurement of Oracle Software and Technical Support Services.

This Contract is authorized to be available and used by all government branches of the State of Michigan, by all Michigan Local Units of Government, and by any other Authorized Contract Users (as such term is defined in the SLSA).

This Contract is for a period of five (5) years beginning August 29, 2014 through August 28, 2019. Pursuant to Section 8.1 of the SLSA, the Contract may be renewed for up to three (3) additional one-year periods.

1.100 Scope of Contract

1.101 SCOPE OF CONTRACT

Subject to the terms and conditions of the SLSA, Contractor will make available for purchase the following products and services to the extent Contractor is making such products and services available to its other customers:

- A. All Oracle Technology software products, including but not limited to:
 - a. Oracle Database, including Enterprise Edition Options, and Database Enterprise Management Packs
 - b. Siebel CRM
 - c. Oracle Fusion Middleware Products
 - d. Oracle Peoplesoft
 - e. Oracle Hyperion and Business Intelligence
 - f. Oracle Primavera
 - g. Oracle E-Business Suite Applications, limited to Financial and Discrete Manufacturing
- B. Oracle Software Update and Technical Support for all purchased software products.
- C. The parties agree that the Contract may be amended to permit the sale and purchase of, including but not limited to, hardware, additional software, consulting services, advanced customer services, training, cloud services, and/or any other services or products made available for purchase by Contractor.

1.102 OUT OF SCOPE - RESERVED

1.103 ENVIRONMENT - RESERVED

1.104 WORK AND DELIVERABLES - RESERVED

1.200 Roles and Responsibilities



1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

Points of Contact

The following is Contractor's Points of Contact (POC) for DTMB/MiDEAL authorized personnel to facilitate inquiries and communications relating to the Contract:

Deborah Vaughn
Contracts
Phone 703-364-0925

or

Oracle - main number
Redwood Shores, California
650-506-7000

or

Oracle – Public Sector business unit
Reston, Virginia
703-478-9000 or via email at State-local-agreements_us@oracle.com

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State shall provide a Contract Compliance Inspector (CCI) whose duties shall include, but not be limited to, supporting the management of the Contract.

1.203 OTHER ROLES AND RESPONSIBILITIES - RESERVED

1.300 Planning and Reporting - Reserved

1.301 PROJECT PLAN - RESERVED

1.302 REPORTS

Quarterly Reporting

Contractor will report, within one month and ten (10) days following the end of each quarter to DTMB, all purchases made by the SOM and MiDEAL partners from this Contract. At a minimum, the report shall include:

- PO Number
- PO Date
- Customer Name (State Agency/Municipality)
- Bill to contact name & address, and ship to customer name
- Manufacturer item number (if available)
- Manufacturer/Subcontractor name
- Product/Services Engagement Description
- Invoiced amounts by category (Cost of Software, Hardware, Support, Training, Deliverable, Hours, etc. Total Invoice)
- Invoice # and Invoice Date
- State the extended invoice price for each product or service



- Quantity (if available)
- Shipping Cost, required for Expedited Delivery only
- Total invoice amount

Reporting formats must be submitted to the State's CCI for approval within ten (10) business days after the execution of the Contract. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

1.400 Project and Operations Management - RESERVED

1.500 Acceptance Criteria for Services - RESERVED

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Contractor will provide pricing and discount terms for Programs and Technical Support services, per the terms and conditions of the attached SLSA.

To the extent Contractor is willing to provide an additional discount with respect to a product or service, such discount will be set forth in the applicable sales' quotation.

Contractor will submit an Administrative Fee, per the terms and conditions of the attached SLSA.

Invoicing

Contractor will submit itemized invoices to

DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909
or
DTMB-Accounts-Payable@michigan.gov

Invoices will provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities, including quantity ordered (as per Contractor invoicing standards);
- Price for each item;
- Net invoice price for each item;
- Other applicable service charges, if any;
- Total invoice price; and
- Payment terms.

1.602 HOLDBACK - RESERVED



SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Services Agreement (the “Agreement”) is between Oracle America, Inc. with its principal place of business at 500 Oracle Parkway, Redwood City, CA 94055 (“Oracle”) and the State of Michigan (“State”, “Customer” or “you”). The terms of this Agreement shall apply to each Program license granted and to all Services provided by Oracle pursuant to this Agreement. When completed and executed by both parties, an Order Form shall evidence the Program licenses granted and the services to be provided.

All public entities located within the State of Michigan, including, but not limited to, departments, institutions, institutions of higher education, agencies, legislative, executive or judicial bodies, offices, authorities, posts, committees, institutions, boards, or political subdivisions created by law to exercise sovereign power or to perform governmental duties of the State, cities, counties, towns and political subdivisions (each such entity, an “Authorized Contract User”) may also order Programs and Services from Oracle in accordance with the terms and conditions of this Agreement. By placing an order under this Agreement, each Authorized Contract User agrees to be bound by the terms and conditions of the applicable ordering document and this Agreement and, for the purposes of such order, “Customer”, “you” and “your” as used in this Agreement shall be deemed to refer to such Authorized Contract User, unless indicated otherwise herein. Each Authorized Contract User shall be responsible for its breach(es) of such terms and conditions. “Parties” shall mean Customer and Oracle, and each of us may be referred to individually as a “party.”

Notwithstanding the foregoing, each Authorized Contract User must provide a valid sales tax exemption certificate prior to placing an order pursuant to this Agreement.

This Agreement covers the sale or purchase of Programs and Technical Support services only, and may not be utilized for the sale or purchase of hardware, cloud services, consulting services, advanced customer support services, or any other services, whether Program-related services or otherwise (other than Technical Support services). For the avoidance of doubt, on-site services shall NOT be ordered through this Agreement.

I. DEFINITIONS

- 1.1 “Commencement date”** shall mean the date of shipment of tangible media, or if no delivery of tangible media is necessary, the effective date set forth on the relevant Order Form.
- 1.2 “Limited Production Program”** shall be a Program which does not appear on the Price List or which is designated as Limited Production by Oracle.
- 1.3 “Order Form”, “Ordering Document”, “ordering document” or “order”** shall mean the document by which Customer orders Program licenses and Services, and which is agreed to by the parties. The Order Form shall reference the Effective Date of this Agreement.
- 1.4 “Programs”** shall mean (a) the computer software owned or distributed by Oracle for which Customer is granted a license pursuant to this Agreement; (b) the user and installation guides and manuals for use of the software, which may be delivered with the Programs and accessed at <http://oracle.com/contracts> (“Documentation”); and (c) Updates. Programs shall be used in the United States.



- 1.5 “Price List”** shall mean Oracle’s applicable standard commercial fee schedule that is in effect when a Program license or any other product or service is ordered by Customer.
- 1.6 “Separate Terms”** refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.
- 1.7 “Separately Licensed Third Party Technology”** refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.
- 1.8 “Services”** refers to Technical Support services which you have ordered.
- 1.9 “Supported Program License”** shall mean a Program license for which Customer has ordered Technical Support for the relevant time period.
- 1.10 “Technical Support”** shall mean Program support provided under Oracle’s policies in effect on the date Technical Support is ordered.
- 1.11 “Update”** shall mean any Program update acquired through Technical Support.
- 1.12 “User”** unless otherwise specified on the Order Form, shall mean an individual authorized by Customer to use specified Programs, regardless of whether the individual is actively using the Programs at any given time.

II. PROGRAM LICENSE

2.1 Rights Granted

- A. Oracle grants to Customer a nonexclusive, non-assignable (except as otherwise specified herein), royalty free, perpetual (unless otherwise specified in the Order Form), license to use the Programs Customer obtains under this Agreement pursuant to an Order Form, as follows:
- i. to use the Programs solely for Customer’s own internal business operations and subject to the terms of this Agreement, including the definitions and rules set forth in the order and the Documentation.
 - ii. to use the Documentation provided with the Programs in support of customer’s authorized use of the Programs; and
 - iii. to make a sufficient number of copies of the Programs for your licensed use and one copy of each Program media. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. All copies of the Programs are subject to the terms of this Agreement.

Customer shall not copy or use the Programs (including the Documentation) except as otherwise specified in this Agreement or an Order Form. Customer shall have the right to allow Customer’s third party agents (“Agents”)



to use the Programs for Customer's internal business operations so long as Customer is responsible for Agents' use of the Programs in accordance with the terms of this Agreement. For Programs that are specifically designed to allow your customers (which may include State agencies) and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this Agreement.

Upon payment for the Services, you have the non-exclusive, non-assignable, royalty free, perpetual, right to use for your internal business operations anything developed by Oracle and delivered to you under the Agreement ("deliverables").

- B. Customer agrees not to cause or permit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs).
- C. Oracle or its licensors shall retain all title, copyright and other intellectual proprietary rights in the Programs and anything delivered under the Agreement. Customer does not acquire any rights, express or implied, in the Programs, other than those specified in this Agreement.
- D. You may not:
 - a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
 - b. make the Programs or materials resulting from the Services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Services you have acquired); or
 - c. subject to the non-disclosure provisions contained in Section 7.1 of this Agreement, disclose results of any Program benchmark tests without Oracle's prior written consent.
- E. To use a Program specified on an Order Form, Customer may need to use third party technology embedded in or delivered with the ordered Programs. Oracle may provide certain notices to you in the Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to you either under the terms of the Agreement or, if specified in the Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to you under the terms of the Agreement.

If you are permitted under an Order Form to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and you must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, your rights to the Programs are solely limited to the rights granted in your order.



- F. You may order trial Programs, or Oracle may include additional Programs with your order which you may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, you must obtain a license for such Programs from Oracle or an authorized reseller. If you decide not to obtain a license for any Program after the 30-day trial period, you will cease using and promptly delete any such Programs from your computer systems. Programs licensed for trial purposes are provided “as is” and Oracle does not provide Technical Support or offer any warranties for these Programs.

If, when you install the Programs licensed by you under an ordering document, a Program that is not licensed by you is inadvertently loaded and left on a computer, then you will not be charged license fees for such unlicensed Program provided that you have not used (loading alone does not constitute use) the unlicensed Program and that you promptly remove such unlicensed Program when it is discovered.

2.2 Transfer and Assignment

- A. You may not assign, give or transfer the Programs and/or any Services or an interest in them to another individual or entity, without the prior written consent of Oracle. Notwithstanding the foregoing, upon advance written notice to Oracle, you may transfer your rights to the Programs and/or any Services acquired under this Agreement to another State of Michigan Executive Agency or the Michigan Economic Development Corp. due to a consolidation or transfer of your statutory duties by Executive Order of the Governor of Michigan; provided that such assignee entity agrees in writing to the terms and conditions of the Agreement and the applicable Ordering Document. You may not grant a security interest in or finance the acquisition of any Programs or Services acquired under this Agreement.
- B. The foregoing shall not be construed to limit the rights you may otherwise have with respect to third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.
- C. The prohibition on the assignment or transfer of the Programs or any interest in them under this Section 2.2 of this Agreement shall apply to all Programs licensed under this Agreement, except to the extent that such prohibition is rendered unenforceable under applicable law.

2.3 Verification

Upon 45 days written notice (“Audit Notice”), Oracle may, at its expense, audit Customer’s use of the Programs. Any such audit shall be conducted during regular business hours and shall not unreasonably interfere with Customer’s business activities. Customer agrees to cooperate with Oracle’s audit and provide reasonable assistance and access to information. If an audit reveals that Customer has underpaid fees to Oracle, Customer shall either (i) pay within 30 days of written notification any fees applicable to your use of the Programs in excess of your license rights or (ii) promptly cease usage of the applicable Programs and promptly delete all copies of the Program from your hardware, network, etc., and promptly pay Oracle applicable fees as for the unlicensed usage in accordance with the price list and discounts set forth in this Agreement. If you do not pay, Oracle can end (a) Technical Support, (b) Program licenses ordered under the Agreement and related agreements and/or (c) the Agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit. Notwithstanding the foregoing, upon your written request



received by Oracle within 5 days of receipt by you of the Audit Notice, Oracle will provide for your review an audit plan that Oracle anticipates utilizing, provided that such review may not exceed a 5 day period. You may, within such 5 day period, provide Oracle with any concerns or questions about the audit plan. Oracle will work cooperatively with you to agree on a final audit plan.

Audits shall be conducted no more than once annually.

2.4 Delivery and Installation

You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the hardware you are purchasing under the order or unless you purchase installation services from Oracle for those Programs.

Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, you can access and electronically download to your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that you have continuously maintained technical support for the listed Programs, you may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in your Order Form.

If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

III. TECHNICAL SERVICES

3.1 Technical Support Services

Technical Support services ordered by Customer will be provided under Oracle's Technical Support policies in effect and attached hereto as Appendix B on the date Technical Support services are provided, subject to the payment by Customer of the applicable fees. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The Technical Support policies are incorporated in the Agreement as Appendix B and Appendix B shall be amended annually to include Oracle's then current Technical Support Policies. The Technical Support policies are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. Technical Support is effective upon the Commencement Date unless otherwise stated in your Order Form.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for



the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 3% over the prior year's fees. If your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to you by your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 3% over the prior year's fees.

If you decide to purchase technical support for any Program license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported Program licenses with new versions of the Program.

IV. TERM AND TERMINATION

4.1 Term

If not otherwise specified on the Order Form, each Program license granted under this Agreement shall remain in effect perpetually unless the licenses or this Agreement is terminated as provided for in this Agreement.

4.2 Termination by Customer

Customer may terminate any Program license at any time; however, termination shall not relieve Customer's obligations specified in Section 4.4.

4.3 Termination by Oracle or Customer

If either of us breaches a material term of the Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Agreement. If Oracle terminates the Agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Programs ordered and/or Services received under the Agreement. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the Agreement, you may not use those Programs or Services that are related or subject to such breach.

You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If you end this Agreement as specified in the preceding sentence, you agree you must pay within 30 days all amounts which have accrued prior to the end of this Agreement, as well as all sums remaining unpaid for Programs ordered and/or Services received under this Agreement. For the sake of clarity, Authorized Contract Users may not modify or terminate this Agreement.

If you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the Programs and/or Services that are subject to such contract.

4.4 Customer's Obligation

Customer's payment obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this agreement. Payments during subsequent fiscal periods are dependent upon the same action. Customer agrees to give Oracle written notice of such nonappropriation within thirty (30) days after it receives notice of



such non-appropriation; provided, however that such non-appropriation of funds shall not relieve Customer's obligation to pay fees that have accrued, for which Customer has received products and/or service(s) under this Agreement; provided, further, that: (1) with each executed order, you must have provided both of the following: (a) a signed ordering document referencing the Agreement, and (b) a purchase order; and (2) your signature on an ordering document referencing the Agreement and issuance of a purchase order by you shall signify to Oracle 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 and are available and no longer subject to any appropriations contingency.

4.5 Effect of Termination

Termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under any Order Form or other similar ordering document under this Agreement, for which Customer has received licenses(s) and/or services(s) under this Agreement. The parties' rights and obligations under Sections 2.1B, 2.1C, 2.1E, and 2.3A, and Articles IV, V, VI and VII, and other provisions which by their nature are intended to survive, shall survive termination of this Agreement.

4.6 Handling of Programs upon Termination

If a license granted under an Ordering Document expires or otherwise terminates, Customer shall (a) cease using the applicable Programs, and (b) certify to Oracle within one month after expiration or termination that customer has destroyed or had returned to Oracle the Programs and all copies. This requirement applies to copies in all forms, partial and completed, in all types of media and computer memory, and whether or not modified or merged into other materials.

V. INDEMNITY, WARRANTIES, REMEDIES

5.1 Infringement Indemnity

Oracle will, at its sole cost and expense, defend and indemnify Customer against a claim (and for the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle) that any information, design, specification, instruction, software, data, hardware or material (collectively, "Material") furnished to you by Oracle and used by you infringes a third party's intellectual property rights, provided that: (a) Customer notifies Oracle in writing within 30 days of the claim (or sooner if required by law); provided however that your failure to notify Oracle within 30 days or sooner if required by law, shall only relieve Oracle of its obligation to indemnify you under this paragraph if Oracle's defense of such claim is materially prejudiced by such failure; (b) Oracle has sole control of the defense and all related settlement negotiations, subject to approval and consent of the Michigan Attorney General; and (c) Customer provides Oracle with the assistance, information and authority (subject to approval and consent of the Michigan Attorney General) necessary to perform Oracle's obligations under this Section. Reasonable out-of-pocket expenses incurred by Customer in providing such assistance will be reimbursed by Oracle.

Oracle shall have no liability for any claim of infringement based on use of a superseded or altered release of Programs in the infringement which would have been avoided by the use of a current unaltered release of the Programs which Oracle provides to Customer, or if you alter the Material or use it outside the scope of use identified in the user documentation, or if you continue to use the applicable Material after the end of the license to use that Material. Oracle will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design,



specification, instruction, software, data, or material not furnished by you. Oracle will not indemnify you for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use 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 terms and conditions of this Agreement, Oracle will indemnify you for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of this Agreement. Oracle will not indemnify you for infringement caused by your actions against any third party if the Program(s) as delivered to you and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any intellectual property infringement claim(s) known to you at the time license rights are obtained.

In the event the Material is held or believed by Oracle to infringe, Oracle shall have the option, at its expense, to (a) modify the Material to be non-infringing; (b) obtain for customer a license to continue using the Material; or (c) terminate the license for the infringing Material and refund the license fees paid for the Material and any unused prepaid technical support fees. If such return materially affects Oracle's ability to meet its obligation under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

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

This Section 5.1 states Oracle's entire liability and customer's exclusive remedy for infringement claims or damages.

5.2 Indemnification For Bodily Injury and Personal Property Damage

Oracle shall defend and indemnify Customer, its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of services by Oracle while on Customer's premises under this Agreement, provided that any such claim, damage, loss or expenses (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible personal property (excluding the services itself, software, data, files and documentations) and (2) is caused in whole or in part by the negligent act or omission to act by Oracle and its subcontractors; provided however, that (a) Customer notifies Oracle within thirty (30) days of the Customer's receipt of a claim (or sooner if required by law); provided however that the Customer's failure to notify Oracle within 30 days or soon if required by law, shall only relive Oracle of its obligations to indemnify you under this paragraph if oracle's defense of such claims is materially prejudiced by such failure; (b) Oracle has sole control of the defense and all related settlement negotiations, subject to approval and consent of the Michigan Attorney General; and (c) Customer gives Oracle the information, authority (subject to approval and consent of the Michigan Attorney General) and reasonable assistance necessary to perform the above; reasonable out-of-pocket expenses incurred by Customer in providing such assistance will be reimbursed by Oracle.

In any and all claims against Customer or any of its agents or employees by any employee or Oracle, any subcontractor, anyone directly or indirectly employed by any of them or anyone of them, may be liable, the indemnification obligation under this Agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Oracle or any subcontractor under Workmen's Compensation acts, disability benefits acts or other employee benefit acts.



The obligations of Oracle under this Agreement shall not extend to the liability of the Customer, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Customer, its agents or employees provided such giving or failure to give is the primary cause of the injury or failure.

Oracle shall have no liability for any claim of bodily injury and/or tangible personal property damage arising from use of software or hardware. **This Section states the parties' entire liability and exclusive remedy for bodily injury and property damage.**

5.3 Warranties and Disclaimers

A. Program Warranty

Oracle warrants (1) for a period of one year from the Commencement Date that each Program licensed to Customer will operate in all material respects as described in the applicable Program Documentation and (2) as of the effective date of the ordering document under which such Program is licensed, unless otherwise disclosed to you in such ordering document or applicable Documentation, Oracle has not designed such Program to contain any Disabling Devices. For the purpose of this Section, a "Disabling Device" shall mean code intentionally embedded in a program by Oracle for the sole purpose of completely halting all use of the Program on conditions set by Oracle.

B. Media Warranty

Oracle warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for 90 days from the Commencement Date.

C. Services Warranty

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

D. Virus Warranty

During the warranty period specified above in this Section for the applicable Program or service, Oracle warrants that the programs and software deliverables resulting from the services shall be designed by Oracle so that they do not purposely contain any virus or other contaminants that may be used to access, alter, delete, threaten, infect, assault, vandalize, defraud, disrupt, damages, disable, inhibit, or shut down your computer systems, databases or software in a manner other than in accordance with the terms of this Agreement ("Virus"). In the event that upon delivery any Program or software deliverables resulting from the services contains a Virus, then upon your written notice, as Oracle's sole liability and your exclusive remedy, (a) Oracle will provide you with another copy of the Program or software deliverables resulting from the services free of the Virus, and (b) if Oracle is unable to provide the Program or software deliverables resulting from the services free of the Virus within 30 days of receiving notice of the Virus, you may end your license for the Program or software deliverables resulting from the services that contains the Virus and recover of the fees paid for such license or service and any unused, prepaid technical support fees you have paid for the Program license.

**E. Disclaimers**

TO THE EXTENT NOT PROHIBITED BY LAW, THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR CONDITIONS INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT THE PROGRAMS WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE PROGRAMS WILL OPERATE IN THE COMBINATIONS WHICH CLIENT MAY SELECT FOR USE, THAT THE OPERATIONS OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL PROGRAM ERRORS WILL BE CORRECTED. LIMITED PRODUCTION PROGRAMS, PRE-PRODUCTION RELEASES OF PROGRAMS, AND COMPUTER-BASED TRAINING PRODUCTS ARE DISTRIBUTED "AS IS."

5.4 Exclusive Remedies

For any breach of the warranties contained in Section 5.3 Customer's exclusive remedy, and Oracle's entire liability shall be:

A. For Programs

The correction of Program errors that cause breach of the warranty, or if Oracle is unable to substantially correct the errors of the applicable Program in a commercially reasonable manner, Customer shall be entitled to recover the fees paid to Oracle for the Program license and any unused prepaid technical support fees you have paid for the Program licenses.

B. For Media

The replacement of defective media returned within 90 days of the Commencement Date

C. For Services

The re-performance of the deficient Services, or if Oracle is unable to substantially correct the deficiency in a commercially reasonable manner, Customer shall be entitled to end the deficient Service and recover the fees paid to Oracle for the deficient services.

VI PAYMENT PROVISION**6.1 Invoicing and Payment**

All fees payable to Oracle are due and payable 30 days from the invoice date. Technical Support fees shall be invoiced annually in arrears. The period of performance for Technical Support services is effective upon the Commencement Date. Program fees are invoiced as of the Commencement Date. All other applicable fees shall be payable 30 days from the invoice date, and shall be deemed overdue if they remain unpaid thereafter. Customer agrees to applicable media and shipping charges. Customer shall issue a purchase order, or alternative document acceptable to Oracle, on or before the Effective Date of the applicable Order Form. You understand that You may receive multiple invoices for the products and services you ordered.

In entering into payment obligations under an order, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this Agreement, if and when available,



in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you under an order and this Agreement.

VII. GENERAL TERMS

7.1 Nondisclosure

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

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 disclosure; or (d) is independently developed by the other party. Except as otherwise provided for in this section, Customer shall not disclose the results of any benchmark tests of the Programs to any third party without Oracle's prior written approval.

Subject to applicable law, the parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of three years after date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement or disclosing the Confidential Information to a governmental entity as required by law.

Notwithstanding the foregoing, the parties acknowledge that you are subject to the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq. ("FOIA"). In the event you receive a valid request for Oracle's Confidential Information pursuant to applicable law, you will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure, subject to your obligations to otherwise comply with FOIA.

7.2 Governing Law

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Michigan, and shall be deemed to be executed in Ingham County, Michigan.

7.3 Jurisdiction

Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Ingham County, Michigan, Oracle and Customer agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.



7.4 Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO THE EXCLUSIVE INFRINGEMENT INDEMNIFICATION ABOVE, ORACLE'S LIABILITY FOR DAMAGES HEREUNDER, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM CUSTOMER'S USE OF THE PROGRAM OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

Oracle's obligation to indemnify for claim(s) of bodily injury and tangible personal property damage under Section 5.2 (Indemnification For Bodily Injury and Property Damage) shall apply without regard to whether the damages under such claim(s) exceed the limit on liability set forth in the second sentence of the first paragraph of this section.

The provisions of this Agreement allocate the risks between Oracle and customer. Oracle's pricing reflects this allocation of risk and the limitation of liability specified herein.

7.5 Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force, and such provision shall be replaced with a provision consistent with the purpose and intent of this Agreement.

7.6 Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

7.7 Export Administration

Customer agrees to comply fully with all relevant export laws and regulations of the United states ("Export Laws") to assure that neither the Programs nor any direct product thereof are (1) exported, directly or indirectly, in violation of Export Law; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

7.8 Relationship between the Parties

Oracle is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

7.9 Order of Precedence

You agree that this Agreement and the information which is incorporated into this Agreement 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 Agreement), together with the applicable order, are the complete agreement for the



products and/or services ordered by you and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such products and/or services.

For the avoidance of doubt, the only URLs (which includes any URLs linked to the original URL or subsequent URLs) applicable to this Agreement are those URLs which pertain to the subject matter of the provisions or definitions of this Agreement in which the original URL was found or referenced.

Notwithstanding the foregoing, if any information contained in a URL or policy includes a disclaimer stating that such information may not be incorporated into any contract and does not constitute a contract or a commitment to any specific terms, then that information will not be deemed to be incorporated into this Agreement.

The Oracle Processor Core Factor Table is attached hereto as Appendix C and shall be amended annually to include Oracle's then current Oracle Processor Core Factor Table.

It is expressly agreed that the terms of this Agreement 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. In the event of any inconsistencies between the terms of an order and this Agreement, this Agreement shall take precedence, unless otherwise specified in the ordering document. Notwithstanding the foregoing, the parties agree that 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. This Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Oracle. Any notice required under this Agreement shall be provided to the other party in writing.

VIII. Miscellaneous

8.1 Term of the Agreement

Orders may be placed under this Agreement for 5 years from the Effective Date of this Agreement. After the initial term of this Agreement, by mutual written amendment to this Agreement, the parties may extend the term of this Agreement for not more than three additional one-year terms. All Programs and Technical Support services as ordered under this Agreement shall be under Oracle's standard fees and policies in effect at the time of such order. The current pricing and discount terms are attached hereto as Appendix A and shall be updated annually.

8.2 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents; and "Contractor" shall mean Oracle.

(a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of, or result from, or are alleged to arise out of, or result from, the Contractor's performance or the performance of a subcontractor performing services under this Agreement, including any person directly or indirectly employed by the Contractor or such subcontractor, or any person for whose acts the Contractor or such subcontractor may be liable.

(b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.



- (c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
- (d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
- (e) Unless the State approves otherwise, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.
- (f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.
- (g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three (3) years following the termination of this Contract.
- (h) The Contractor must provide, within five (5) business days, written notice to the Director of the Department of Technology, Management and Budget, Procurement and Strategic Service Provider Partnership Office ("DTMB-Procurement") if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.
- (i) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (j) The Contractor is responsible for the payment of all deductibles.
- (k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.
- (l) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.
- (m) The Contractor is required to pay for and provide the type and amount of insurance checked below:

(i) **Commercial General Liability**

Minimal Limits:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations;

\$2,000,000 Products/Completed Operations Aggregate Limit;



\$1,000,000 Personal & Advertising Injury Limit; and

\$1,000,000 Each Occurrence Limit.

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that the insurance policy contains a waiver of subrogation by the insurance company.

The Products/Completed Operations sublimit requirement may be satisfied by evidence of the manufacturer's Commercial General Liability Insurance. The manufacturer must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate and must provide evidence that the policy contains a waiver of subrogation by the insurance company.

- (iii) Motor Vehicle**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

- (v) Workers' Compensation**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- (vi) Employers Liability**



Minimal Limits:

- \$100,000 Each Incident;
- \$100,000 Each Employee by Disease
- \$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

- (viii) Professional Liability (Errors and Omissions)**

Minimal Limits:

- \$3,000,000 Each Occurrence
- \$3,000,000 Annual Aggregate

- (ix) Cyber Liability**

Minimal Limits:

- \$1,000,000 Each Occurrence
- \$1,000,000 Annual Aggregate

Additional Requirements:

Insurance should cover (a) unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosures of personal and corporate information; (b) Transmitting or receiving malicious code via the insured's computer system; (c) Denial of service attacks or the inability to access websites or computer systems.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

8.3 Segmentation

The purchase of any products and related services are all separate offers and separate from any other order for any products and related services or other services you may receive or have received from Oracle. You understand that you may purchase any products and related services or other services independently of any other products or services. Your obligation to pay for (a) any products and related services is not contingent on performance of any other services or delivery of any other products or (b) other services is not contingent on delivery of any products or performance of any additional/other service.



8.4 Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for products and services ordered or delivered.

8.5 Notice

If the parties have a dispute or if you wish to provide a notice under the Indemnification section of the Agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department and Oracle shall promptly send written notice to: State of Michigan Procurement, Attention: Reid Sisson, PO Box 30026, 530 West Allegan, Lansing Michigan 48909.

8.6 Other

- A. Products and services deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is your responsibility to ensure safe use of products and service deliverables in such applications.
- B. The Uniform Computer Information Transactions Act does not apply to the Agreement or orders placed under it.
- C. You understand that Oracle's business partners, including any third party firms retained by you to provide consulting services, are independent of Oracle and are not Oracle's agents. 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 Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

8.7 Successor Products

If Oracle makes successor products available for the Oracle Programs ("new software") that includes substantially similar functionality and features as a Program for which you have purchased a Program license ("old software"), Oracle will provide you with a migration path from the old software to the new software and the right to use the new software under this Agreement and the applicable ordering document at no charge, provided that (i) you are current on technical support for the old software; (ii) this right shall only apply to new software that is available in production release status on the operating system identified by you at the time of the request; and (iii) Oracle is currently making available, at no charge, such migration path from the old software to the new software to its other supported customers.

If Oracle does not provide to all of its supported customers a migration path from the old software to the new software at no additional charge, then Oracle will provide you with the right to use under this Agreement and the applicable ordering document at no additional charge only the functionality and features contained in the new software that is substantially similar to the functionality and features contained in the old software, provided that you shall not have the right to use, nor shall you use, any additional functionality or features in such new software.

Technical support is provided in accordance with Oracle's Technical Support Policies.



8.8 Legal Effect

Oracle accepts this Agreement by signing two copies of this Agreement and returning them to DTMB-Procurement. The Agreement shall be effective on the Effective Date, which shall be the date set forth on the signature page hereto, on which date both parties shall have signed the Agreement to show acceptance of its terms. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

8.9 Attachments, Appendices and Exhibits

All Attachments, Appendices and Exhibits affixed to this Agreement are incorporated in their entirety and form part of this Agreement.

8.10 Ordering

An Authorized Contract User must execute an Oracle ordering document and issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any products or services under this Agreement. All orders are subject to the terms and conditions of this Agreement.

8.11 Contract Administration

A. ISSUING OFFICE

DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Agreement. The DTMB-Procurement Contract Administrator for this Contract is:

Whitnie Zuker
Buyer
Procurement
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
zukerw@michigan.gov
517-335-5306

or such other DTMB-Procurement Administrator as shall be notified by DTMB-Procurement to Oracle in writing.

B CONTRACT COMPLIANCE INSPECTOR

The Director of DTMB-Procurement directs the person named below, or his or her designee, to monitor and coordinate the activities for this Agreement on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of this Agreement. DTMB-Procurement is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Agreement (upon written consent of Oracle).** The Contract Compliance Inspector for this Agreement is:



Reid Sisson
Program Manager
Michigan Dept. of Technology Management & Budget
Strategic Service Provider Partnerships
517-241-1638
SissonR@michigan.gov

8.12 Administrative Fee and Reporting

Oracle must remit an administrative fee on all software sales transacted under this Agreement, and remit the fee within 30 days after the end of each quarter. The State's fiscal year begins October 1 of each year. The administrative fee equals one percent (1%) of the total quarterly software sales reported. The administrative fee will apply to new license purchases only, and shall not apply to Services including, but not limited to, first year technical support and renewal of technical support. Oracle must pay the administrative fee by check payable to the State of Michigan. Oracle must identify the check as an "Administrative Fee" and include the following information with the payment: the applicable Contract Number, the total quarterly software sales by volume and dollar amount, and the quarter covered.

The administrative fee payments shall be made by check payable to the State of Michigan and mailed to:

The Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

8.13 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to this Agreement shall not be made without prior written State approval, except as otherwise required by law.

8.14 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

8.15 Taxes

A. EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

B. SALES AND USE TAXES

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State.

8.16 Compliance with Laws

Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle's delivery of programs or services under this Agreement and impose obligations directly upon Oracle in its role as an



information technology services provider with respect to the programs delivered or services performed under this Agreement. Notwithstanding the foregoing sentence, to the extent you may provide Oracle access to health, payment card or other sensitive personal information that requires the application of specific regulatory, legal or industry data security obligations, you and Oracle agree to specify such security obligations in the applicable order for services. Your data may be maintained in one of several Oracle data centers globally and/or accessed by Oracle's global personnel as required to perform services under this Agreement. You remain responsible for providing any notices and obtaining any consents necessary for Oracle to access and process your data as specified in the applicable order for services.

8.17 Inspection and Records

For a period of seven (7) years from the effective date of an ordering document under this Agreement, you shall have the right to audit records relating to invoices and payments for the Programs licensed thereunder and any services provided to you thereunder, upon reasonable written notice to Oracle, no more than one time per year, at your cost, and provided that such audit does not unreasonably interfere with Oracle's normal business operations. You 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 Oracle's standard nondisclosure terms.

8.18 Dispute Resolution

In the event of any dispute or disagreement (including, without limitation, any dispute or disagreement involving alleged errors in the amount of underpaid fees due Oracle as a result of an audit conducted pursuant to Section 2.3) between the parties arising out of or relating to this Agreement (the "dispute"), the parties will endeavor to resolve the dispute in accordance with this section. Either party may invoke this section by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Each party will appoint a Vice President (or equal 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 Vice President concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under this Agreement and any related ordering document while the parties endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach promptly makes good faith efforts to cure the breach and pursues the cure in good faith.

8.19 Federal and State Requirements

A. NONDISCRIMINATION

In the performance of this Agreement, Oracle agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Oracle further agrees that every subcontract entered into for the performance of this Agreement or any purchase order resulting from this Agreement will contain a provision requiring non-discrimination in employment, as specified here, binding upon such subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of this Agreement.

B. UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq. (the "Labor Act"), the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Labor Act. This information is compiled by the United States National Labor Relations Board.



Oracle shall not enter into a contract with a subcontractor, manufacturer, or supplier, in each case, which subcontractor, manufacturer, or supplier is providing products or Services under this Agreement, if such subcontractor's, manufacturer's, or supplier's name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any contract if, after award of the contract, the name of contractor as an employer or the name of the subcontractor, manufacturer or supplier of the contractor appears in the register.

C. WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing Services for the State, Oracle shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, Oracle shall comply with Civil Service regulations and any applicable agency rules provided to Oracle at least 30 days prior to the expected start date for any such Services. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

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The Effective Date of this Agreement shall be August 27, 2014 (the "Effective Date")

Executed by the State of Michigan, Department of Technology, Management and Budget (DTMB):

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

Executed by Oracle America, Inc.:

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____



**APPENDIX A
PRICING AND DISCOUNT SCHEDULE**



APPENDIX B
TECHNICAL SUPPORT POLICIES



APPENDIX C
ORACLE PROCESSOR CORE FACTOR TABLE



APPENDIX D
LICENSE DEFINITIONS AND RULES

For a period of one (1) year from the Effective Date of this Agreement, the Oracle License Definitions and Rules, v012014 (attached hereto) shall apply to all licenses and technical support services listed on the price lists and acquired pursuant to the pricing terms set forth in the Agreement. This Appendix D shall be amended annually to include Oracle's then current License Definitions and Rules.