COMMITTEE/BOARD OF SUPERVISORS
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Committee: _Budget & Finance Committee_   **Date** _April 14, 2021_

Board of Supervisors Meeting   **Date** _____

Cmte Board

Cmte	Board	
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☒	☐	**Resolution**
☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
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OTHER   **(Use back side if additional space is needed)**

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Completed by: _Linda Wong_____ **Date** _April 9, 2021_____
Completed by: _Linda Wong_____ **Date** _____

1   [Contract Agreement - Mythics, Inc. - Oracle Products - Not to Exceed $60,000,000]

2

3   **Resolution authorizing the Department of Technology to enter into a contract between**

4   **the City and County of San Francisco and Mythics, Inc., for the purchase of Oracle**

5   **products, with a not to exceed amount of $60,000,000 for a five year term of May 1,**

6   **2021, through April 30, 2026, and with one five-year option to extend.**

7

8   WHEREAS, Charter, Section 9.118(b), requires the Board of Supervisors to

9   approve by Resolution contracts estimated to cost the City $10,000,000 or more; and

10   WHEREAS, The City through the Department of Technology ("Department") wishes to

11 procure Oracle software products and cloud computing solutions, including PeopleSoft

12 applications, on an as-needed basis through an enterprise agreement; and

13   WHEREAS, A Request for Proposal ("RFP") was issued by Maricopa County, Arizona

14 RFP, and the County selected Contractor as the highest qualified scorer pursuant to the RFP;

15 and

16   WHEREAS, Pursuant San Francisco Administrative Code, Section 21.16, the

17 Department may utilize the results of a competitive solicitation by another public agency; and

18   WHEREAS, Contractor represents and warrants that it is qualified to resell Oracle

19 products required by City as set forth under this Agreement; and

20   WHEREAS, The City currently spends approximately $11 million per year on Oracle

21 software products and cloud computing solutions through a variety of agreements executed

22 by individual City Departments at a higher cost than a citywide Enterprise Agreement with pre-

23 negotiated discount pricing based on the City's total purchases; and

24   WHEREAS, The contract referenced above is substantially in the form attached

25 and are on file with the Clerk of the Board of Supervisors in File No. 210282, which is

1   hereby declared to be a part of this Resolution as if set forth fully herein; now, therefore, be it

2   RESOLVED, That the Board of Supervisors authorizes the Department of Technology

3   and Director of the Office of Contract Administration to execute this contract for purchases of

4   Oracle products in the amounts described above for the term ending April 30, 2026, to

5   commence following Board approval; and, be it

6   FURTHER RESOLVED, The Board of Supervisors authorizes the DT Executive

7   Director to execute the Agreement for five years with Mythics with a maximum guaranteed

8   cost of $60,000,000 in substantially the form on file with the Clerk of the Board of Supervisors,

9   in File No. _____, with such changes or modifications, including without limitation

10 modifications to the exhibits, as may be acceptable to the DT Executive Director and the City

11 Attorney, and which do not materially increase the obligations and liabilities of the City; and,

12 be it

13 FURTHER RESOLVED, That within 30 days of the contracts being fully

14 executed by all parties, the Director of the Department of Technology and the Director of the

15 Office of Contract Administration shall provide the final contracts to the Clerk of the Board for

16 inclusion into the official file.

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Item 2 File 21-0282	**Department:** General Services Agency - Department of Technology (DOT)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve a contract between the Department of Technology (DT) and Mythics, Inc. for the purchase of Oracle products, for term of five years from May 2021 through April 2026 and an amount not to exceed $60,000,000, and one five-year option to extend through April 2031.

Key Points

- The City currently spends approximately $11 million per year on Oracle software licenses. These licenses are purchased by nearly 20 departments and often have terms that vary significantly by contract. Consolidating all existing contracts under one contract would reduce City resources required to negotiate and manage the purchase of Oracle products.

- In 2018, Maricopa County, Arizona issued a Request for Proposals (RFP) for Oracle licenses on behalf of all government agencies and nonprofit organizations in the United States. Mythics was determined to be the highest scoring responsive and responsible proposer. The Office of Contract Administration (OCA) reviewed the selection process and determined that it is in the City's best interest to pursue a contract with Mythics under Maricopa County's RFP, consistent with Administrative Code Section 21.16.

- The contract allows City departments to purchase Oracle products through Mythics at a discounted rate. For software products, DT has negotiated a minimum 35 percent discount from Oracle's listed prices. The citywide agreement also standardizes terms pertaining to cybersecurity, data protection, and indemnification that will apply to Oracle products purchased by all City departments. If the City executes the five-year option to extend the contract, DT would renegotiate pricing for Oracle products with Mythics at that time.

Fiscal Impact

- The proposed contract would have an amount not to exceed $60,000,000 over five years. The not-to-exceed amount is based the City's annual expenditures of approximately $11 million for existing licenses and hardware and an estimated annual amount of approximately $1 million for new licenses and hardware.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of $10 million or more, or (3) requires a modification of more than $500,000 is subject to Board of Supervisors approval.

Administrative Code Section 21.16(b) allows City departments to utilize the competitive procurement process of any other public agency or non-profit made up of multiple public agencies to make purchases of commodities or services for the use of the City under the terms established in that agency's competitive procurement process and as agreed upon by the City and the procuring agency, upon making a determination that (i) the other agency's procurement process was competitive or the result of a sole-source award, and (ii) the use of the other agency's procurement would be in the City's best interests.

BACKGROUND

According to the Department of Technology (DT) and confirmed by the Office of Contract Administration (OCA), the City currently spends approximately $11 million per year on Oracle software licenses. These licenses are purchased by nearly 20 departments, either directly from Oracle or through its partners. Because departments have negotiated these contracts separately, they have had less bargaining power relative to Oracle and often end up with terms that vary significantly by contract. Consolidating all existing contracts under one contract, therefore, would reduce City resources required to negotiate and manage, on a citywide basis, the purchase of Oracle products.

In 2018, Maricopa County, Arizona issued a Request for Proposals (RFP) for Oracle licenses on behalf of all government agencies and nonprofit organizations in the United States. The RFP was conducted in partnership with OMNIA Partners, a government purchasing cooperative. Maricopa County received six proposals and scored them, as shown in Table 1 below.

Table 1: Proposals and Scores from Maricopa County RFP

Proposer	Score (out of 100)
Mythics	95.00
DLT	94.04
AST Corporation	92.85
Bias Corporation	90.43
Insight Public Sector	88.96
Collier IT	84.00

Source: DT

Mythics was determined to be the highest scoring responsive and responsible proposer. After reviewing Maricopa County's procurement and selection process, OCA determined that it is in the City's best interest to pursue a contract with Mythics using Maricopa County's RFP. OCA's determination is consistent with Administrative Code Section 21.16 which authorizes OCA to determine if the City can utilize the competitive procurement process of another public agency

to make purchases of Commodities or Services, if the use of the other agency's procurement is in the City's best interests. Additionally, Gartner Research, a leading information technology research and advisory company, has confirmed that the pricing offered by Mythics in response to the RFP is competitive.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a contract between DT and Mythics for the purchase of Oracle products, for a term of five years from May 2021 through April 2026 and an amount not to exceed $60,000,000, with one five-year option to extend through April 2031.

Specifically, the contract allows City departments to purchase Oracle products through Mythics at a discounted rate. For software products (which account for most of the City's Oracle spending), DT has negotiated a minimum 35 percent discount from Oracle's listed prices. Steeper discounts may be further negotiated at the time of each transaction. Additionally, by entering a citywide agreement, Oracle has agreed to waive its annual four percent rate increases for five years. The citywide agreement also standardizes terms pertaining to cybersecurity, data protection, and indemnification that will apply to Oracle products purchased by all City departments.

According to Mr. Brian Roberts, DT Policy Analyst, City departments purchasing licenses under the contract would seek approval from DT to ensure the purchase can meet the City's cybersecurity and other technical requirements. Once approved by DT, the requesting department would send a requisition to OCA, which would process the purchase order on behalf of the requesting department. The requesting department would then pay Mythics directly after receiving the product(s) and invoice(s). DT would manage the contract and ensure the City does not exceed the contract's not-to-exceed amount.

The contract includes one five-year option to extend through April 2031, subject to future Board of Supervisors approval. If the option is executed, DT would renegotiate pricing for Oracle products with Mythics at that time.

FISCAL IMPACT

The proposed contract would have an amount not to exceed $60,000,000 over five years. According to Mr. Roberts, the not-to-exceed amount is based on the City's annual expenditures of approximately $11 million for existing licenses and hardware and an estimated annual amount of approximately $1 million for new licenses and hardware, as shown in Table 2 below.

Table 2: Estimated Contract Costs

Item	Annual Amount	Amount over 5 Years
Software Support for Existing Licenses & Hardware	$11,000,000	$55,000,000
New Licenses & Hardware	1,000,000	5,000,000
Total Not-to-Exceed Amount	**$12,000,000**	**$60,000,000**

Source: DT

The contract would be funded by the annual operating budgets of various City departments purchasing Oracle products.

RECOMMENDATION

Approve the proposed resolution.

City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

RESELLER AGREEMENT

BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND

MYTHICS

Agreement No. 1000020990

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City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

RESELLER AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND

MYTHICS
Agreement No.

This Agreement is made this First day of May 1, 2021, in the City and County of San Francisco ("City"), State of California, by and between Mythics ("Contractor" or "Reseller") and the City and County of San Francisco.

Recitals

WHEREAS, the City through its Department of Technology ("Department" or "DT") wishes to procure a variety of Oracle equipment, software and services through an Enterprise Agreement with a certified Oracle Value Added Reseller; and,

WHEREAS, the Reseller will manage renewal of maintenance and support for the City's perpetual licenses, and will procure additional products and services ordered by the City under the agreed upon terms and pricing; and,

WHEREAS, Reseller represents and warrants that it is qualified to sell such equipment, software licenses, software as a service, maintenance/support and related services and as set forth under this Agreement; and

WHEREAS, a Request for Proposal ("RFP") was issued by Maricopa County, Arizona RFP, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, pursuant San Francisco Administrative Code Section 21.16, the Department may utilize the results of a competitive solicitation by another public agency; and,

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, the City's Board of Supervisors approved this Agreement by Resolution No. _____ on _____;

Now, THEREFORE, the parties agree as follows:

Article 1   Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 "Authorization or Authorization Document" means a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed, and certified by the Controller for the specific funding of this Agreement or any modification thereof.

1.3 "Authorized User" means Any End User authorized by City to access and utilize products and/or services that are to the subject of this Agreement, including any City employee, contractor, or agent, or any other individual or entity authorized by City.

1.4 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Technology and/or the Office of Contract Administration, hereinafter referred to as "Purchasing."

1.5 "City Data" used interchangeably with Oracle's definition of "Your content" as found in the MCSA-PS v0118, means that data which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement, including data resulting from use of the Service.

1.6 "City Portal" means an electronic gateway to a secure entry point via Contractor and/or Manufacturer's Website that allows City and its Authorized Users to log in to an area where they can view and download information or request assistance regarding the products and/or services that are to the subject of this Agreement.

1.7 "CMD" means the Contract Monitoring Division of the City.

1.8 "Contractor" means Mythics, Inc., 4525 Main Street, Suite 1500, Virginia Beach, VA 23462. Wherever "Contractor," "Value Added Reseller" or "Reseller" appears in the Agreement, it shall be construed to mean Mythics.

1.9 "Contractor Account or Project Manager" means the individual specified by Contractor as the Account Manager authorized to administer this Agreement on Contractor's behalf.

1.10 "Contractor's Website" means the Website that provides Authorized User access to the products and/or services that are to the subject of this Agreement.

1.11 "IASS" mean infrastructure as a service.

1.12 "MCSA" or "MCSA-PS v0118" means Mythics Public Sector Cloud Services Agreement v0118.

1.13 "MLSA" or "MLSA HWSW 0319" means Mythics License and Services Agreement HWSW 0319.

1.14 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.15 "PAAS" means platform as a service.

1.16 "Personal Information" shall have the same meaning as "personal data", "personally identifiable information(PII)" or the equivalent term under Applicable Data Protection Law.

1.17   "Reseller" means "means Mythics, Inc., 4525 Main Street, Suite 1500, Virginia Beach, VA 23462. Wherever "Contractor" or "Reseller" appears in the Agreement, it shall be construed to mean Mythics.

1.18   "Revision" means an update to the current products and/or services that are to the subject of this Agreement which consists of minor enhancements to existing features and code corrections. Revisions are provided and included with the annual payments made by City to Contractor.

1.19   "SaaS" means software as a service.

1.20   "Supplier" means Oracle America, Inc.

Article 2   Term of the Agreement

2.1   **Term of the Agreement.** The term of this Agreement shall commence on May 1, 2021 date and expire April 30, 2026, unless earlier terminated as otherwise provided herein. Contractor shall not begin performance of its obligations under this Agreement until it receives written notice ("Authorization Document") from City that it may do so, which notice shall be in accordance with Section 3.1 "Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation". The written notice shall clearly identify the goods and/or services that will be rendered pursuant to it.

2.2   **Option to Renew. Subject to Oracle's review and approval,** the City, in its sole and absolute discretion, shall have the option to renew the Agreement for a period of five (5) additional years, which City, in its discretion, may exercise on an annual- or multiple-year basis. The City may extend this Agreement solely by modifying this Agreement as provided in Section 8.5, "Modification of this Agreement." The Parties agree any renewal or extension of this Agreement will require Oracle review and approval.

Article 3   Financial Matters

3.1   **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2   **Guaranteed Maximum Costs**. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable

Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

  3.3 **Compensation.**

   3.3.1 **Payment**. Contractor shall provide an invoice to the City on a monthly or quarterly basis for products and services delivered in the immediately preceding month, unless a different schedule is set out in Appendix D, "Calculation of Charges." Compensation shall be made for products and services identified in the invoice that the Director of the Department of Technology, or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed sixty million dollars and no cents [$60,000,000]. The breakdown of charges and payment terms associated with this Agreement appears in Appendix D, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. Contractor shall provide a minimum discount on all products and services purchased though this Agreement, a list of the discount applied to each category is in Appendix D, "Minimum Discounts Below Manufacturer's Price." In no event shall City be liable for interest or late charges for any late payments.

   3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the City approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. The products and services ordered are considered commercial items that shall be in accordance with the applicable service or product specifications. Any warranty related issued will be in accordance with either the MCSA or MLSA, whichever is applicable to the product being purchased.

   3.3.3 **Withhold Payments.** If Contractor fails to provide products and services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein. Except as expressly permitted in Section 3.1, if the City is in default on its payment obligations, Contractor shall be able to stop or suspend work without being deemed in breach of the Agreement.

   3.3.4 **Invoice Format**. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 or in such alternate manner as the Parties have mutually agreed upon in writing.

   3.3.5 **Reserved. (LBE Payment and Utilization Tracking System**.)

   3.3.6 **Getting paid by the City for goods and/or services.**

(a)   All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b)   The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4   **Audit and Inspection of Records**. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section.

3.5   **Submitting False Claims**. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6   **Reserved. (Payment of Prevailing Wages.)**

3.7   **Most Favored Customer Notice.** For the duration of the Agreement, Contractor agrees to give the City notice if a similarly situated public customer of Contractor will receive rates for a substantially similar service or equipment, offered under substantially similar terms and conditions that are lower than the rates provided in this Agreement when the volume of business from the other customer is equal to or less than the volume of business the City receives under this Contract. Contractor agrees to promptly bring to the City's attention instances in which other customers of Contractor may receive lower rates for substantially similar services or equipment. At the end of each contract year, an executive level officer of Contractor shall certify in writing to the City that the Contractor has complied with this provision.

Services and Resources

3.8   **Services Contractor Agrees to Perform**. Contractor is a Value Added Reseller of Oracle Products and Services, during the term on this agreement Contractor will manage renewal of maintenance and support for the City's products and services as listed in Appendix F; and will procure additional Oracle products and services ordered by the City under the terms and pricing in Appendix A, B & D. The complete products and/or services that are the subject matter of this Agreement are listed in Appendix G. Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in this Agreement unless this Agreement is modified as provided in Section 11.5, "Modification of this Agreement."

3.9   **Products and Services to be provided under this Agreement.** The Oracle products and services that may be purchased through Contractor fall into the following categories.

3.9.1   **Licensed Software, Maintenance and Support, and Equipment.** Subject to City's payment of fees to Reseller as set forth in Appendix D, "Calculation of Charges," Reseller shall, for the term of this Agreement, resell to the City for its use, the software licenses, maintenance and support, and the equipment specified in Appendix G and the ordering documents. City's procurement of said software licenses, maintenance and support services equipment shall be further subject and pursuant to the terms and conditions attached herein as Appendix B.

3.9.2   **SaaS, PAAS, and IASS and Subscription Based Software.** Subject to City's payment of fees to Reseller as set forth in Appendix D, "Calculation of Charges," Reseller shall, for the term of this Agreement, resell to the City for its use, SaaS, PAAS, IASS and subscription based software. City's procurement of said licenses shall be further subject and pursuant to the terms and conditions attached herein as Appendix A.

3.9.3   **Management of Oracle Products and Services.** Subject to City's payment of fees to Reseller as set forth in Appendix D, "Calculation of Charges," Reseller shall, for the term of this Agreement provide management of Oracle License which include but are not limited to tracking renewal of maintenance and support services, providing pricing optimization by unbundling products in order to provide the best pricing to the City; assisting the City in the removal of unused licenses, products and services that are no longer utilized by the City. The City understands that unbundling and removal of items may not necessarily result in a reduction of price.

3.10   **Qualified Personnel**. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, and must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

3.10.1 **Subcontracting**. Contractor will not utilize any subcontractors in the performance of this contract.

3.11   **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

3.11.1 **Independent Contractor**. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or

employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

3.11.2 **Payment of Employment Taxes and Other Expenses**. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

3.12 **Assignment**. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor

is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

   3.13 **Service Warranty**. Applicable warranties are as stated in the MLSA and MCSA-PS between ("Mythics") and the City attached hereto as Appendices A and B.

   3.14 **Reserved (Liquidated Damages)**

Article 4   Insurance and Indemnity

4.1   **Insurance.**

   4.1.1   **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

   (a)   Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

   (b)   Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

   (c)   Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable, and

   (d)   Technology Errors and Omissions Liability coverage, with limits of $10,000,000 each occurrence and each loss, and $10,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

   (i)   Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

   (ii)   Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(e)   Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than $10,000,000 per occurrence and $10,000,000 general aggregate. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form. When the City has provided an aggregate total of $10,000,000 in fees paid to the Contractor, the Contractor will obtain an additional $10,000,000 in Cyber and Privacy Insurance to bring the total limits up to $20,000,000.

4.1.2   Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a)   Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b)   That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

4.1.3   All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

4.1.4   Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims   made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

4.1.5   Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

4.1.6   Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

4.1.7   Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

4.1.8   The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

4.1.9   If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the   City and County of San Francisco, its officers, agents and employees and the Contractor as   additional insureds.

4.1.10 Reserved.

4.2   **Indemnification**. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

4.3   **Infringement Indemnification.** The infringement indemnification provisions in Section G of the MLSA and Section 7 of the MCSA shall apply.

4.4   **Liability of the Parties.** Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of revenue or profits (excluding fees under this agreement), data, or data use. Upon execution of this agreement, Contractor's aggregate liability for all claims arising out of or related to this agreement or your order, whether in contract or tort, or otherwise, shall be limited to direct damages finally awarded in amount not to exceed $10,000,000.

Thereafter, annually on the calendar date this agreement was initially executed, Contractor's maximum liability shall increase by $10 million until Contractor's maximum liability to the City for any incident giving rise to a claim reaches a maximum of $50,000,000.

Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligation (except for all liability related to customer data, which will remain subject to the limitation and exclusions above), (2) defense obligations; or (3) violation of the other party's intellectual property rights. No limitation will apply to either party's liability for direct damages caused by such party's gross negligence or willful misconduct and awarded by a court of final adjudication; or personal injury caused by Mythics' negligence or that of its employees or agents.

Article 5   Payment of Taxes

5.1   **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

5.2   **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

5.2.1   Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

5.2.2   Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

5.2.3   Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

5.2.4   Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

5.3   **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this

Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 6   Termination and Default

6.1   Termination for Convenience

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In the event of Termination for Convenience by the City, the Termination provisions outlined in Appendix A and Appendix B shall apply to the Oracle products and services.

6.2   Termination for Default; Remedies.

6.2.1   Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a)   Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims	7.10	Alcohol and Drug-Free Workplace
3.12	Assignment	7.13	Working with Minors
Article 4	Insurance and Indemnity	8.10	Compliance with Laws
Article 5	Payment of Taxes	Article 10	Data and Security

(b)   Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within thirty (30) days after written notice thereof from City to Contractor.

(c)   Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d)   A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

6.2.2   All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and

regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

6.2.3 Any notice of default must be sent by registered mail to the address set forth in Article 11.

6.3 **Non-Waiver of Rights**. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

6.4 **Rights and Duties upon Termination or Expiration.**

6.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	8.7	Agreement Made in California; Venue
3.4	Audit and Inspection of Records	8.8	Construction
3.5	Submitting False Claims	8.9	Entire Agreement
Article 4	Insurance and Indemnity	8.10	Compliance with Laws
Article 5	Payment of Taxes	8.11	Severability
8.6	Dispute Resolution Procedure	Article 10	Data and Security

6.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 7   Additional Requirements Incorporated by Reference

7.1 **Laws Incorporated by Reference**. The full text of the laws listed in this Article 7, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/ .

7.2 **Conflict of Interest**. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

7.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in,

support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

7.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

7.5 **Nondiscrimination Requirements.**

7.5.1 **Non Discrimination in Contracts**. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

7.5.2 **Nondiscrimination in the Provision of Employee Benefits**. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

7.6 **Reserved (Local Business Enterprise and Non-Discrimination in Contracting Ordinance).**

7.7 **Minimum Compensation Ordinance**. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

7.8 **Health Care Accountability Ordinance**. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section

12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

7.9   **First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

7.10   **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

7.11   **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

7.12   **Reserved. (Slavery Era Disclosure**.)

7.13   **Reserved. (Working with Minors.)**

7.14   **Consideration of Criminal History in Hiring and Employment Decisions.**

7.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

7.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

7.15 **Reserved. (Public Access to Nonprofit Records and Meetings.)**

7.16 **Reserved. (Food Service Waste Reduction Requirements.)**

7.17 **Reserved. (Distribution of Beverages and Water.)**

7.18 **Tropical Hardwood and Virgin Redwood Ban**. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

7.19 **Reserved. (Preservative Treated Wood Products.)**

Article 8   General Provisions

8.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: City and County of San Francisco
                 Department of Technology, Contracts Administration
                 Attn: Contracts Manager
                 One South Van Ness Avenue, 2nd Floor
                 San Francisco, CA 94103
                 CityEA@sfgov.org

To Contractor: Mythics, Inc.
                 4525 Main Street, Suite 1500
                 Virginia Beach, VA 23462
                 Attn: General Counsel, Legal Department

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

8.2 **Compliance with Americans with Disabilities Act**. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation. The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508'), effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, or the Web Content Accessibility Guidelines (WCAG) version 2.1 level AA as indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no ACR is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle Support customers with disabilities may use the online My Oracle Support or call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at http://www.fcc.gov/cgb/dro/trsphonebk.html. International hearing-impaired customers should use the TRS at +1.605.224.1837. Oracle Support will respond to product accessibility issues according to the current Technical Support Policies. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under this agreement. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of ACRs. Product direction remains at the sole discretion of Oracle.

8.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

8.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

8.5 **Modification of this Agreement**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 8.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement.

8.6 **Dispute Resolution Procedure**.

8.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

8.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

8.7 **Agreement Made in California; Venue**. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

8.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

8.9 **Entire Agreement**. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

8.10 **Compliance with Laws**. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

8.11 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

8.12 **Cooperative Drafting**. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement

reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

8.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement and implementing task orders. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence; provided, that notwithstanding anything to the contrary contained herein, the MCSA and MLSA incorporated in this agreement shall prevail for all matters pertaining to Oracle or the use of Oracle products and services.

8.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any properly served subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 9   Department Specific Terms

9.1 **Perpetual Licenses.** Contractor is a Value Added Reseller of Oracle Products and Services, selected to manage renewal of maintenance and support for the City's previously purchased perpetual licenses listed as listed in Appendix F. Contractor shall provide the City with a dedicated project manager responsible for the support of the City's perpetual licenses within 7 days of the effective date of the agreement. The City and Contractor shall use their best efforts to maintain the same Project Manager for the duration of the Agreement. Notwithstanding the foregoing, the Parties have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or reasonable vacations. Parties shall notify each other in advance of any such temporary appointments. City may require Contractor to replace its Project Manager, by giving Contractor notification thereof and City's objective reasons therefor.

9.2 **U.S. Based Products and Services.** Contractor will procure additional Oracle products and services ordered by the City under the terms of Appendices A and B and pricing in Appendix D. Contractor shall provide the City with a dedicated project manager responsible for the procurement and support of the City's products and services within 7 days of the effective date of the agreement. The City and Contractor shall use their best efforts to maintain the same Project Manager for the duration of the Agreement. Notwithstanding the foregoing, the Parties have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or reasonable vacations. Parties shall notify each other in advance of any such temporary appointments. City may require Contractor to replace its Project Manager, by giving Contractor notification thereof and City's objective reasons therefor.

9.3 **Migration and Termination of Current Perpetual Licenses**

During the term of this agreement, the City seeks to discontinue use of the licenses listed in Appendix C in order to maintain technical support services on a reduced number of licenses in a license set. By agreeing to discontinue the licenses listed in Appendix C as of May 31, 2021, the City will no longer have any right to use the terminated licenses and have no right to technical support services, including but not limited to, updates, fixes and security alerts.

Article 10 Data and Security

10.1 Nondisclosure of Private, Proprietary or Confidential Information.

10.1.1 The Oracle MCSA including the Service Specifications referenced in the MCSA. terms govern how Oracle will process confidential data including but not limited to remedies for breach of obligation of confidentiality, surrender of confidential information upon termination, data security and notification of legal requests.

10.1.2 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

10.2 Proprietary or Confidential Information

10.2.1 **Proprietary or Confidential Information of City.** Contractor understands and agrees that, in the performance of the work or services under this Agreement may involve access to City Data that is Confidential Information. Contractor and any subcontractors or agents shall use Confidential Information only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of Confidential Information and only as necessary in the performance of this Agreement. Contractor's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of Confidential Information shall be deemed a material breach of this Agreement, for which City may terminate the Agreement. In addition to termination or any other remedies set forth in this Agreement or available in equity or law, the City may bring a false claim action against the Contractor pursuant to Chapters 6 or 21 of the Administrative Code, or debar the Contractor. Contractor agrees to include all of the terms and conditions regarding Confidential Information contained in this Agreement in all subcontractor or agency contracts providing services under this Agreement. For the avoidance of doubt, the Oracle DPA and Cloud Hosting and Delivery Policies terms govern how Oracle will process City Data that is Confidential Information.

10.2.2 **Obligation of Confidentiality.** Subject to San Francisco Administrative Code Section 67.24(e), any state open records or freedom of information statutes, and any other applicable laws, the Contractor agrees to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third-parties other than its employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. Contractor agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

10.2.3 **Litigation Holds.** Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

10.3   **Data Terms**

10.3.1 **Access to City Data**. City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

10.3.2 **Disaster Recovery**. Contractor shall support the City in the event of a disaster that disrupts the City's Oracle services by working with the City and other City Contractors to restore service as soon as possible; and case managing the restoration or replacement of equipment at covered locations that are designated by the City as being critical for public safety and City business.   For purposes of this Agreement, a "disaster" shall mean an interruption in the hosting services or the inability of Contractor to provide City with the SaaS Application and hosting services for any reason that could not be remedied by relocating the SaaS Application and hosting services to a different physical location outside the proximity of its primary Data Center.

10.3.3 **Facial Recognition Technology Ban.** San Francisco Administrative Code Section 19B forbids most City Departments from obtaining, accessing or using Face Recognition Technology or information obtained from Face Recognition Technology. By executing this agreement, Contractor acknowledges that the subject of this agreement is not an automated or semi-automated process that assists in identifying or verifying an individual based on an individual's face.

10.3.4 **Business Associate Addendum**. If City purchases a cloud service identified in the ordering document as HIPAA assessed, City and Oracle shall negotiate and enter into a Business Associate Addendum with respect to such services that is generally consistent with the form attached to Appendix E as Exhibits E1 (for SaaS services) or E2 (for IaaS and PaaS services). The parties acknowledge and agree that such Appendices are attached hereto are for reference only, and that BAAs entered into may differ from these forms, including without limitation to incorporate changes addressing subsequent changes to applicable law or provisions specific to services ordered.

10.3.5 **Terms found in Links.** The attached documents are copies, current as of the date of this agreement, of terms, policies or other documents incorporated via links and subject to change, and are for information purposes only. Oracle changes and updates will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of the City's order. The definitions for Services and Services Period are found in the MCSA-PS v0118.

Article 11   Appendices

11.1   **Additional Appendices.** The following Appendices are hereby attached and incorporated into this Agreement as though fully set forth herein and together form the complete Agreement between the Parties:

11.2

Appendix A: Mythics Oracle Public Sector Cloud Services Agreement Terms (MCSA-PS v0118)
        Exhibit A1. Oracle Privacy Policy (Previous versions: 01/04/21 | 10/20/20 | 12/23/19 | 3/25/19)

        Exhibit A2. Oracle Data Processing Agreement (June 26, 2019)

        Exhibit A3. Oracle Cloud Hosting and Delivery Policies (December 2020, Version 3.0)
        Exhibit A4. Oracle Global Customer Support Security Practices (October 7, 2019)

Appendix B: Mythics On Premise Software, Support and Hardware Terms (MLSA HWSW v0319)
        Exhibit B1: Oracle Hardware and Systems Support Policies (February 5, 2021)
        Exhibit B2: Oracle License Definitions and Rules Booklet (December 11, 2020)
        Exhibit B3: Oracle Software Technical Support Policies (January 8, 2021)
        Exhibit B4: Oracle Integrated Software Options License Definitions, Rules & Metrics (September 8, 2020)

Appendix C. Terminated Licenses

Appendix D. Calculation of Charges

Appendix E. Oracle Business Associate Agreements
        Exhibit E1. BAA for SAAS (v122316)
        Exhibit E2. BAA for PAAS and IASS (Cloud_Business Associate Agreement UCM_v112618)

Appendix F. Active City Licenses as of Contract Execution

Appendix G. Oracle Catalogue of Offerings as of 9/1/2020

➤ **[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY	**CONTRACTOR**

Recommended by:

Mythics, Inc.

[signature]
_____

Linda Gerull
City Chief Information Officer
Department of Technology

[signature]
_____

Deonte J. Watters, CCMAP
Vice President, Contracts
4525 Main Street, Suite 1500
Virginia Beach, VA 23462

City Supplier Number: 0000014636

Approved as to Form:

Dennis J. Herrera
City Attorney

By: ___*Margarita Gutierrez*___
      Margarita Gutierrez
      Deputy City Attorney

Approved:

Director of the Office of Contract Administration, and
Purchaser

By: _____
      Sailaja Kurella
      Acting Director and Purchaser

Appendix A
Mythics Oracle Public Sector Cloud Services Agreement Terms (MCSA-PS v0118)

Contents:

**ORACLE PUBLIC SECTOR CLOUD SERVICES
AGREEMENT TERMS**

THESE ORACLE CLOUD SERVICES AGREEMENT TERMS APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER. THESE ORACLE CLOUD SERVICES AGREEMENT TERMS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ANY ORDERING DOCUMENTATION.

1.   USE OF THE SERVICES

1.1 Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non- exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or the order (the "Services Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

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

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy").   In addition to other rights that Oracle has in this Agreement and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2.   OWNERSHIP RIGHTS AND RESTRICTIONS

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

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

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

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

3. NONDISCLOSURE

3.1   By virtue of this Agreement, the parties may disclose information that is confidential ("Confidential Information"). To the extent permitted by law, Confidential Information shall be limited to Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

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

3.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content residing in the

Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records law. Should you receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

4.   PROTECTION OF YOUR CONTENT

4.1 In performing the Services, Oracle will comply with the Oracle privacy policy applicable to the Services ordered. Oracle privacy policies are available at http://www.oracle.com/us/legal/privacy/overview/index.html.

4.2 Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement")*,* which is available at http://www.oracle.com/dataprocessingagreement and incorporated herein by reference, describes how Oracle will process Personal Data that You provide to us as part of Oracle's provision of the Services, unless stated otherwise in Your order. You agree to provide any notices and obtain any consents related to Your use of, and Oracle's provision of, the Services.

4.3 Oracle will protect Your Content as described in the Service Specifications, which define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services and describe other aspects of system management applicable to the Services. Oracle and its affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or through use of subcontractors, worldwide.

4.4 You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, or from Your use of the Services in a manner that is inconsistent with the terms of this Agreement. You may disclose or transfer, or instruct us to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

4.5 Unless otherwise specified in Your order (including in the Service Specifications), You may not provide us access to health, payment card or similarly sensitive personal information that imposes specific data security

obligations on the processing of such data greater than those specified in the Service Specifications. If available, You may purchase services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address particular data protection requirements applicable to Your business or Your Content.

5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

5.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. Oracle warrants that during the Services Period, Oracle will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

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

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

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

6. LIMITATION OF LIABILITY

6.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES NOR ORACLE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE, SALES, GOODWILL, OR REPUTATION.

6.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12)

MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED UNDER SUCH ORDER.

7. INDEMNIFICATION

7.1 Subject to the terms of this Section 7 (Indemnification), if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by

the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

d.   notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
e.   gives the Provider sole control of the defense and any settlement negotiations, to the extent not prohibited by law; and
f.   gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

7.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to Mythics, Inc., and Mythics, Inc. will in turn refund to You any unused, prepaid fees for such Services.

7.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider.

Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

7.4 This Section 7 provides the parties' exclusive remedy for any infringement claims or damages.

8. TERM AND TERMINATION

8.1 Services provided under this Agreement shall be provided for the Services Period defined in Your order. If You order Cloud Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will not automatically be extended for an additional Services Period of the same duration. In order to extend the Services, You must provide Mythics, Inc. with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intent to renew such Cloud Services and You execute a contract modification (or a new contract) evidencing such extension. The preceding sentence shall not apply if Mythics, Inc. provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew or extend such Cloud Services.

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

8.3 If either of us breaches a material term of this Agreement or the order 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 order under which the breach occurred. If Mythics, Inc. terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching 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 this Agreement, You may not use those Services ordered.

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

8.5 For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content that remains in the Services.

8.6 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

9.   THIRD-PARTY CONTENT, SERVICES AND WEB SITES

9.1   The Services may enable You to link to, transmit Your Content to, or otherwise access third parties' websites, platforms, content, products, services, and information.   Oracle does not control and are not responsible for such third parties' websites, platforms, content, products, services, and information.

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

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

10. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

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

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

10.3 Oracle may provide You with online access to download certain Oracle Software for use with the Services. If Oracle licenses Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order, solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. If Oracle Software is licensed to You under separate third party terms, then Your use of such software is governed by the separate third party terms.

11. EXPORT

11.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws

including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

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

12. FORCE MAJEURE

Neither of us, nor Oracle, 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 cancelation of any export, import or other license); or 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 the Services.

13. NOTICE

13.1 Any notice required under this Agreement shall be provided to the other party, and Oracle, in writing. If You have a legal dispute with Oracle or if You wish to provide a notice under the Indemnification Section of this 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 Shores, CA 94065, Attention: General Counsel, Legal Department.

13.2 Oracle may give notices applicable to Oracle's Cloud Services customer base by means of a general
notice on the Oracle portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre- paid post to Your address on record in Oracle's account information.

14. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

15. OTHER

15.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between Oracle, Mythics, Inc., and You. We are each responsible for paying our own employees, including employment related

taxes and insurance. You understand that Oracle's business partners and other third parties, including any third parties with which Oracle has an integration agreement or that are retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services, Your Content or Your Applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this Agreement. This Agreement is entered exclusively between You and Mythics, Inc. While Oracle has no contractual relationship with You, Oracle is a third party beneficiary of this Agreement.

15.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

15.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

15.4 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

15.5 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

16. ENTIRE AGREEMENT

16.1 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 or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

16.2 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 other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In

the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence;

however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be

modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. Except as set forth in Section 15.1, no third party beneficiary relationships are created by this Agreement.

17. AGREEMENT DEFINITIONS

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

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

17.3. "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement, available at www.oracle.com/contracts; (b) Oracle's privacy policy, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software that is provided by Oracle as part of the Services and governed by the terms of this Agreement: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

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

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

17.6. "**Your Content**" means all software, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in this Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content"

ORACLE GENERAL PRIVACY POLICY

1. INTRODUCTION

This **General Oracle Privacy Policy** (also referred to as the '**Privacy Policy**') provides information on the collection, use, and sharing (collectively referred to '**processing**' or '**process**') as of personal information by Oracle Corporation and its affiliates ("Oracle", "we" or "us") in connection with your use of Oracle websites, mobile applications, and social media pages that link to this Privacy Policy, your interactions with Oracle during in-person meetings or at Oracle events, and in the context of other offline sales and marketing activities. This Privacy Policy also explains the privacy rights you have in relation to these processing activities.

This Privacy Policy was last updated on January 19, 2021. However, the Privacy Policy can change over time, for example to comply with legal requirements or to meet changing business needs. The most up-to-date version can be found on this website. In case there is an important change that we want to highlight to you, we will also inform you in another appropriate way (for example via a pop-up notice or statement of changes on our website). See the previous version of this Privacy Policy.

As used in this Privacy Policy, 'personal information' or 'personal data' means information that relates to an identified individual or to an identifiable individual. For example, this could include among other things your name, address, email address, business contact details, or information gathered through your interactions with us via our websites or at events. Personal information is also referred to as '**information about you.**' For more detail about the types of information about you that we may process, please refer to Section 4 below.

- This Privacy Policy applies to the processing of personal information by Oracle visitors and users of the various Oracle sites, attendees of Oracle events, customers and prospective customers and their representatives; subscribers to Oracle Magazine and Oracle Profit Magazine; and suppliers and business partners and their representatives.
- Oracle Corporation and its affiliated entities are responsible for the processing of your personal information as described in this Privacy Policy.
- Oracle processes both offline and online personal information. Information about you may in some cases directly identify you, while in other cases it may only indirectly identify you.
- Oracle obtains information from our online and offline interactions with you during events, or email or telephone correspondence; third party data providers, or interactions with our sites.
- We use your personal information to respond to your requests; to deliver functionality on our sites; to administer our subscriptions; to market and tailor products and services to your or your company's interests; to engage in transactions with and process orders; to develop, improve the performance of, and secure our sites, products and services; and to comply with applicable laws such as to comply with an opt-out request.

- Your personal information is shared throughout Oracle's organization and with third parties such as distributors or resellers, service providers, and public, government, judicial and law enforcement entities.
- You have privacy rights for the information we process about you. You can choose to opt-out of third party sharing, object to, or restrict our use of your personal information, delete, change or correct your personal information or access your personal information.
- If you believe your personal information has been used in a way that is not consistent with the Privacy Policy, please contact the Global Data Protection Officer.

2. SCOPE

This Privacy Policy applies to the processing of personal information by Oracle of:

- visitors and users of the various Oracle sites, including our websites on oracle.com, computer or mobile software applications and our social media pages that link to this Privacy Policy (collectively referred to as the **sites**);
- attendees of Oracle events, such as Oracle OpenWorld, or Oracle-sponsored events;
- customers and prospective customers and their representatives;
- subscribers to Oracle Magazine and Oracle Profit Magazine; and
- suppliers and business partners and their representatives.

When interacting with our websites, you also have the ability to link or connect with non-Oracle websites, services, social networks, applications or other features. Enabling these features will lead to other parties than Oracle processing information about you. Oracle does not have any control over these features of other parties. We encourage you to review the privacy policies of these parties before using these features.

3. WHO IS RESPONSIBLE FOR YOUR PERSONAL INFORMATION?

Oracle Corporation and its affiliated entities are responsible for processing your personal information described in this Privacy Policy. See the list of [Oracle entities](). Please select a region and country to view the registered address and contact details of the Oracle entity or entities located in each country.

4. WHICH CATEGORIES AND SPECIFIC PIECES OF PERSONAL INFORMATION DO WE PROCESS?

Oracle can process information about you collected both offline and online.

- **Offline information** about you originates from our interactions with you during in-person meetings or at Oracle events, conferences, workshops or gatherings;
- **Online information** about you originates from your activities on our sites, for example, in relation with your Oracle accounts, (pre-)sales inquiries or subscription to our magazines, or from your interactions with Oracle via electronic

communication tools such as email or telephone. Information about you may also be provided by third party sources, such as data aggregators who may not have a relationship with you.

Online information about you may also originate from the use of cookies and similar technologies (for example, pixel tags and device identifiers) on our sites or sites of third parties. For more information on cookies and similar technologies, please see Section 11 below.

Specific pieces of information about you that Oracle may be collect and process includes:

- name and physical address, email addresses, and telephone numbers;
- demographic attributes, when tied to personal information that identifies you;
- photographs and testimonials;
- transactional data, including products and services ordered, financial details and payment methods;
- company data such as the name, size and location of the company you work for and your role within the company;
- data from surveys and publicly available information, such as social media posts;
- call recording and chat transcript data from Sales and customer support calls and live chat sessions;
- unique IDs such as your mobile device identifier or cookie ID on your browser;
- IP address and information that may be derived from IP address, such as geographic location;
- information about a device you use, such as browser, device type, operating system, the presence or use of "apps", screen resolution, and the preferred language;
- behavioral data of the internet connected computer or device you use when interacting with the sites, such as advertisements clicked or viewed, sites and content areas, date and time of activities or the web search used to locate and navigate to a site; and
- CEO name linked to the CEO's company information and activities (for certain Oracle services relating to public company information and activity).

Please note that Oracle does not control the content that you may post to Oracle Communities forums or social networks; in some cases, such content may be publicly available on the Internet. You should carefully consider whether you wish to submit personal information to these forums or social networks and whether you wish to make your profile available to other users, and you should tailor any content you may submit accordingly.

5. WHY AND HOW DO WE USE YOUR PERSONAL INFORMATION?

We may use personal information for the following business purposes:

- to communicate and respond to your requests and inquiries to Oracle;

- to deliver functionality on our sites and for their technical and functional management;
- to engage in transactions with customers, suppliers and business partners and to process orders for Oracle products and services;
- to analyze, develop, improve and optimize the use, function and performance of our sites and products and services;
- to manage the security of our sites, networks and systems; and
- to comply with applicable laws and regulations and to operate our business.

We may use personal information for the following commercial purposes:

- to administer subscriptions of Oracle magazine and Profit magazine; and
- to market our products and services or related products and services, and to tailor our marketing and sales activities to your or your company's interests.

We may also use the names of company CEOs to provide select services to Oracle customers which may include publicly-available information regarding names of company CEOs.

These purposes are described below in further detail.

To communicate and respond to your requests and inquiries to Oracle

If you get in touch with us (such as by submitting contact forms on our sites, attending Oracle events or other occasions, sending an email or by visiting social media platforms), we process information about you to communicate with you and to respond to your requests or other inquiries. We can also process personal information to interact with you on third party social networks.

To deliver functionality on our sites and for their technical and functional management

When you choose to register with us (such as to make use of our communities), we need to process the personal information provided by you so that we can create and manage a personal account for you. Upon creating your account, we will send you your personal login information. This personal information enables us to administer your account, for example by changing your password for you.

To engage in transactions with customers, suppliers and business partners and to process purchases of our products and services

If you place an order for our products and services, or if you provide services to Oracle, our employees, customers or partners as a supplier or business partner, Oracle processes information about you to engage in and administer the relevant transactions (such as by sending invoices and making payments), administer your order, and help you get started and adopt our products and services (e.g., by contacting you to activate your

Cloud services credits). If you download products or services from our sites, Oracle uses information about you to confirm certain information about your order (for example, that you did not experience problems in the download process).

To analyze, develop, improve and optimize the use, function and performance of our sites and products and services

We may process personal information in order to analyze, develop, improve and optimize the use, function and performance of our sites and products and services, including for quality assurance and training purposes, as well as for marketing and sales campaigns. In case the sites permit you to participate in interactive discussions, create a profile, post comments, opportunities or other content, or communicate directly with another user or otherwise engage in networking activities, Oracle may process personal information when moderating these activities.

To manage the security of our sites, networks and systems

We may collect site use data for security and operations management to help keep our sites, networks and systems secure, or to investigate and prevent potential fraud, including ad fraud and cyber-attacks and to detect bots.

To comply with applicable laws and regulations and to operate our business

In some cases, we have to process personal information to comply with applicable laws and regulations. For example, to respond to a request from a regulator or to defend a legal claim. We may also process personal information in the performance and operation of our business, such as to conduct internal audits and investigations or for finance and accounting and archiving and insurance purposes.

To administer subscriptions of Oracle magazine and Profit magazine

If you subscribe to our magazines (such as "Oracle" or "Profit"), we process information about you to administer your subscription to our magazines (including the renewal process).

To market our products and services or related products and services and to tailor marketing and sales activities

Oracle may use information about you to notify you about new product releases and service developments, events, alerts, updates, prices, terms, special offers and associated campaigns and promotions (including via newsletters). Oracle may also use personal information to advertise Oracle's products and services or related products and services, and also to have our distributors, resellers or partners notify you about our products or services or their related products or services (such as via joint sales or product promotions). We do our best to tailor your website visit, marketing experience and our communications to your expressed interests. This happens, for example, if you sign up

for an Oracle community or program like the Oracle Partner Network or Oracle Technology Network.

If you attend an event, Oracle may process information about you gathered in relation to the event and can share information about your attendance with your company. Oracle may also permit designated event partners or conference sponsors to send you up to two communications related to your event attendance. Please note that our partners or conference sponsors may directly request information about you at their conference booths or presentations, and their use of your information that you provide to them will be subject to their privacy policies.

We may also process your personal information to post testimonials on our sites, but will first obtain your consent to use your name and testimonial.

To provide select services to Oracle customers which may include publicly-available information regarding names of company CEOs

For some services, we may collect the publicly-available names of CEOs of companies to better understand the status of these companies and help inform our services which relate to providing customers information about other companies.

6. WHAT IS OUR BASIS FOR PROCESSING INFORMATION ABOUT YOU?

For personal information collected about you in the EU, our basis for processing is the following:

- In order to communicate adequately with you and to respond to your requests, we need to process information about you and therefore have a **legitimate interest** in processing this information.
- In order to engage in transactions with customers, suppliers and business partners, and to process purchases and downloads of our products and services, we need to process information about you **as necessary to enter into or perform a contract** with you.
- We process personal information for marketing and sales activities based on your **consent** where so indicated on our sites at the time your personal information was collected, or further to our **legitimate interest** to market and promote our products and services.
- We rely on our **legitimate interest** to analyze, develop, improve and optimize our sites, products and services, and to maintain the security of our sites, networks and systems.
- In order **to comply with applicable laws and regulations**, such as to comply with a subpoena or other legal process, or to process an opt-out request.

7. FOR WHAT PERIOD DO WE RETAIN PERSONAL INFORMATION

Oracle maintains personal information for the following retention periods:

- Information about you we collect to engage in transactions with our customers, suppliers and business partners, and to process purchases of our products and services, will be retained for the duration of the transaction or services period, or longer as necessary for record retention and legal compliance purposes.
- If you have registered for an Oracle account, your account information will be retained for as long as you maintain an active account. Your account and account information will be deleted if you do not log in for 18 consecutive months. Oracle retains records of that deletion for 90 days.
- If you have registered for our newsletters and blogs, including Oracle magazine or Profit magazine, your subscription data will be retained for as long as you are subscribed to our distribution lists. Oracle retains records of that deletion for 30 days.
- Contact information such as your email address or phone number collected online on our sites or offline from our interactions with you at Oracle events and conferences, and used for direct marketing and sales activities will be retained for as long as we have an active (customer) relationship with you. We treat you as an active contact if (i) you have interacted with Oracle or updated your contact details and preferences in the past 18 months; and (ii) you have not made a deletion request.
- If you have reached out to us via Oracle Sales chat, we will delete all chat transcripts 90 days after the chat has concluded.
- If you have reached out to us via our support line and you have not opted out of call recording, we will delete call recordings 60 days after the call has concluded unless otherwise specified during the call.
- Personal information needed to retain your opt-out preferences is retained for 20 years (or longer as necessary to comply with applicable law).

8. WHEN AND HOW CAN WE SHARE YOUR PERSONAL INFORMATION?

Sharing within Oracle

As a global organization, information about you may be shared globally throughout Oracle's worldwide organization. See the list of Oracle entities. Please select a region and country to view the registered address and contact details of the Oracle entity or entities located in each country.

Oracle employees are authorized to access personal information only to the extent necessary to serve the applicable purpose(s) and to perform their job functions.

Sharing with third parties

We may share personal information with the following third parties for a business purpose:

- Third-party service providers (for example, credit card processing services, order fulfilment, analytics, event/campaign management, website management, information technology and related infrastructure provision, customer service, e-

mail delivery, auditing, and other similar service providers) in order for those service providers to perform business functions on behalf of Oracle;

- Relevant third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings);
- As required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside your country of residence, for national security and/or law enforcement purposes.

We may share personal information with the following third parties for a commercial purpose:

- Oracle distributors or resellers for further follow-up related to your interests, specific partners that offer complementary products and services or with third parties to facilitate interest-based advertising.

When third parties are given access to personal information, we will take appropriate contractual, technical and organizational measures designed to ensure that personal information is processed only to the extent that such processing is necessary, consistent with this Privacy Policy, and in accordance with applicable law.

9. HOW IS PERSONAL INFORMATION HANDLED GLOBALLY?

Oracle is a global corporation with operations in over 80 countries and personal information is processed globally as necessary in accordance with this policy. If personal information is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information, Oracle will take adequate measures designed to protect the personal information, such as ensuring that such transfers are subject to the terms of the EU Model Clauses or other adequate transfer mechanism as required under relevant data protection laws.

10. HOW IS YOUR PERSONAL INFORMATION SECURED?

Oracle has implemented appropriate technical, physical and organizational measures designed to protect personal information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access, as well as all other forms of unlawful processing.

11. WHAT COOKIES AND SIMILAR TECHNOLOGIES DO WE USE ON OUR SITES?

Cookies and similar technologies (e.g., pixels tags and device identifiers) are used by Oracle and our advertising technology partners to recognize you and/or your device(s) on, off and across different services and devices for the purposes specified in Section 5 above.

When do we use cookies and similar technologies?

Cookies are small text files that contain a string of characters and uniquely identify a browser on a device connected to the Internet. Any browser visiting our sites will receive cookies from us. We also place cookies in your browser when you visit non-Oracle sites that host our plugins or tags.

We use cookies and other technologies on all our sites to ensure the best possible and secure experience on our sites and to provide you with tailored information on products and services.

Oracle also uses cookies or similar technologies on its sites to collect online information such as your mobile device ID, IP address, and other information about your device, as well as behavioral data of your device usage on our sites (e.g. pages viewed, links clicked, documents downloaded). This information contributes to Oracle's Marketing & Data Cloud services designed to provide targeted digital advertising and personalization services to Oracle Marketing & Data Cloud customers. Our data collection, use and sharing practices in relation to these processing activities, including your specific choices, are described in the Oracle Marketing and Data Cloud Privacy Policy.

How can I manage my cookie preferences?

If you are a visitor or our sites, you can use our **cookie preferences tool** to opt out of cookies that are not required to enable core site functionality, such as advertising and functional cookies.

You can also access the **Oracle Data Cloud opt-out tool** to opt out of interest based advertising by Oracle and other participating advertising technology companies serving interest-related ads to you on behalf of Oracle. Please note that the Oracle Data Cloud opt-out tool will only work on the Internet browser on which they are deposited, and they will only function only if your browser is set to accept third-party cookies.

If you do not want to receive cookies, you can also change your **browser settings** on your computer or other device you are using to access our services. Most browsers also provide functionality that lets you review and erase cookies, including Oracle cookies.

12. WHAT ARE YOUR PRIVACY RIGHTS?

We provide multiple choices in respect of the information we process about you:

- **Opt-out of our use or sharing of your personal information**
  You may withdraw consent you have previously provided for the processing of information about you, including for email marketing by Oracle.
- **Delete personal information**
  You can ask us to erase or delete all or some of the information about you.

- **Change or correct personal information**
  You can edit some of the information about you by. You can also ask us to change, update or fix information about you in certain cases, particularly if it is inaccurate.
- **Object to, or limit or restrict use of personal information**
  You can ask us to stop using all or some of the information about you (for example, if we have no legal right to keep using it) or to limit our use of it (for example, if the information about you is inaccurate).
- **Right to access and/or have your information provided to you**
  You can also ask us for a copy of information about you and can ask for a copy of information about you provided in machine readable form if you reside in the EU, California or other jurisdiction that provides you this right as a matter of law.

You can exercise these choices in accordance with applicable laws as specified on our Privacy Choices page, or by filling out our inquiry form.

13. DO YOU COLLECT SENSITIVE INFORMATION AND INFORMATION FROM CHILDREN?

Sensitive personal information

We ask that you do not send us, and do not share any sensitive personal information (for example, government-issued IDs, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, genetic, or biometric data, criminal background or trade union membership).

Children's privacy

As a company focused on serving the needs of businesses, Oracle's sites are not directed to minors and Oracle does not promote or market its services to minors, except in very limited circumstances as part of specific educational outreach programs with parental permission. If you believe that we have mistakenly or unintentionally collected personal information of a minor through our sites without appropriate consent, please notify us through our inquiry form so that we may immediately delete the information from our servers and make any other necessary corrections. Additionally, please use this same form to request removal of content or information that was posted to our sites when the registered user was under the age of 16. Please note that such requests may not ensure complete or comprehensive removal of the content or information, as, for example, some of the content may have been reposted by another user.

14. WHAT ARE YOUR RIGHTS UNDER THE California Consumer Privacy Act (CCPA)?

If you are a California resident, you may request that we:

1. disclose to you the following information covering the 12 months preceding your request:

- o the categories and specific pieces of personal information we collected about you and the categories of personal information we sold (see Section 4);
- o the categories of sources from which we collected such personal information (see Section 4);
- o the business or commercial purpose for collecting or selling personal information about you (see Section 5); and
- o the categories of third parties to whom we sold or otherwise disclosed personal information (see Section 8).

2. delete personal information we collected from you (see Section 12); or

3. opt-out of any future sale of personal information about you (see Section 12).

We will respond to your request consistent with applicable law.

If you are a California resident, you may obtain information about exercising your rights, as described above, by contacting us at 1-800-633-0748.

15. DATA PROTECTION OFFICER

Oracle has appointed a **Global Data Protection Officer**. If you believe your personal information has been used in a way that is not consistent with the Privacy Policy or your choices, or if you have further questions, comments or suggestions related to this Privacy Policy, please contact the Global Data Protection Officer by filling out an inquiry form.

Written inquiries to the Global Data Protection Officer may be addressed to:

Oracle Corporation
Global Data Protection Officer
Willis Tower
233 South Wacker Drive
45th Floor
Chicago, IL 60606
U.S.A.

For personal information collected INSIDE the EU/EEA, written inquiries to the EU Data Protection Officer may be addressed to:

Robert Niedermeier
Hauptstraße 4
D-85579 Neubiberg / München
Germany

For personal information collected INSIDE Brazil, written inquiries to the Brazilian Data Protection Officer may be addressed to:

Alexandre Sarte
Rua Dr. Jose Aureo Bustamante, 455
Vila São Francisco
São Paulo, BR

16. DISPUTE RESOLUTION OR FILING A COMPLAINT

If you have any complaints regarding our compliance with this Privacy Policy, please contact us first. We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of personal information in accordance with this Privacy Policy and in accordance with applicable law.

If you have an unresolved privacy or data use concern that you believe we have not addressed satisfactorily, please contact our U.S.-based third-party dispute resolution provider (free of charge) at https://feedback-form.truste.com/watchdog/request. Under certain conditions, you may invoke binding arbitration when other dispute resolution procedures have been exhausted. You also have the right to file a complaint with a competent data protection authority if you are a resident of a European Union member state.

17. ORACLE CORPORATE HEADQUARTERS
Oracle's corporate headquarters are located at:
2300 Oracle Way
Austin, TX 78741
USA
Tel: +1.737.867.1000
Previous versions: 01/04/21 | 10/20/20 | 12/23/19 | 3/25/19

ORACLE®

Data Processing Agreement for Oracle Services
("Data Processing Agreement")

Version June 26, 2019

1. Scope and Applicability

1.1 This Data Processing Agreement applies to Oracle's Processing of Personal Information on Your behalf as a Processor for the provision of the Services specified in Your Services Agreement. Unless otherwise expressly stated in Your Services Agreement, this version of the Data Processing Agreement shall be effective and remain in force for the term of Your Services Agreement.

1.2 In addition, any Processing of Personal Information subject to Applicable European Data Protection Law is subject to the additional terms of the [European DPA Addendum](#) set out in Exhibit 1 and the Oracle Processor Code referenced therein.

2. Responsibility for Processing of Personal Information and Your instructions

2.1 You are a Controller and Oracle is a Processor for the Processing of Personal Information as part of the provision of the Services. Each party is responsible for compliance with its respective obligations under Applicable Data Protection Law.

2.2 Oracle will Process Personal Information solely for the purpose of providing the Services in accordance with the Services Agreement and this Data Processing Agreement.

2.3 In addition to Your instructions incorporated into the Services Agreement, You may provide additional instructions in writing to Oracle with regard to Processing of Personal Information in accordance with Applicable Data Protection Law. Oracle will promptly comply with all such instructions to the extent necessary for Oracle to (i) comply with its Processor obligations under Applicable Data Protection Law; or (ii) assist You to comply with Your Controller obligations under Applicable Data Protection Law relevant to Your use of the Services.

2.4 Oracle will follow Your instructions at no additional cost to You and within the timeframes reasonably necessary for You to comply with your obligations under Applicable Data Protection Law. To the extent Oracle expects to incur additional charges or fees not covered by the fees for Services payable under the Services Agreement, such as additional license or third party contractor fees, it will promptly inform You thereof upon receiving Your instructions. Without prejudice to Oracle's obligation to comply with Your instructions, the parties will then negotiate in good faith with respect to any such charges or fees.

2.5 Unless otherwise specified in the Services Agreement, You may not provide Oracle with any sensitive or special Personal Information that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Data Processing Agreement or Services Agreement.

3. Privacy Inquiries and Requests from Individuals

3.1 If You receive a request or inquiry from an Individual related to Personal Information processed by Oracle for the provision of Services, You can either (i) securely access Your Services environment that holds Personal Information to address the request, or (ii) to the extent such access is not available to You, submit a "service request" via My Oracle Support (or other applicable primary support tool or support contact provided for the Services, such as Your project manager) with detailed written instructions to Oracle on how to assist You with such request.

3.2 If Oracle directly receives any requests or inquiries from Individuals that have identified You as the Controller, it will promptly pass on such requests to You without responding to the Individual. Otherwise, Oracle will advise the Individual to identify and contact the relevant controller(s).

4. Oracle Affiliates and Third Party Subprocessors

4.1 To the extent Oracle engages Third Party Subprocessors and/or Oracle Affiliates to Process Personal Information, such entities shall be subject to the same level of data protection and security as Oracle under the terms of the Services Agreement. Oracle is responsible for the performance of the Oracle Affiliates' and Third Party Subprocessors' obligations in compliance with the terms of this Data Processing Agreement and Applicable Data Protection Law.

5. Cross-border data transfers

5.1 Without prejudice to any applicable regional data center restrictions for hosted Services specified in Your Services Agreement, Oracle may Process Personal Information globally as necessary to perform the Services.

5.2 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under Applicable Data Protection Law, such transfers shall be subject to (i) for transfers to Oracle Affiliates, the terms of the Oracle Intra-Company Data Transfer and Mandate Agreement, which requires all transfers of Personal Information to be made in compliance with Applicable Data Protection Law and all applicable Oracle security and data privacy policies and standards globally; and (ii) for transfers to Third Party Subprocessors, security and data privacy requirements consistent with the relevant requirements of this Data Processing Agreement and Applicable Data Protection Law.

6. Security and Confidentiality

6.1 Oracle has implemented and will maintain appropriate technical and organizational security measures for the Processing of Personal Information designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information. These security measures govern all areas of security applicable to the Services, including physical access, system access, data access, transmission and encryption, input, data backup, data segregation and security oversight, enforcement and other security controls and measures. Additional details regarding the specific security measures that apply to the Services You have ordered are set out in the relevant security practices for these Services:

- For **Cloud Services**: Oracle's Hosting & Delivery Policies, available at: http://www.oracle.com/us/corporate/contracts/cloud-services/index.html;
- For **NetSuite (NSGBU) Services**: NetSuite's Terms of Service available at: http://www.netsuite.com/portal/resource/terms-of-service.shtml;
- For **Global Customer Support Services**: Oracle's Global Customer Support Security Practices available at: https://www.oracle.com/support/policies.html;
- For **Consulting and Advanced Customer Support (ACS) Services**: Oracle's Consulting and ACS Security Practices available at: http://www.oracle.com/us/corporate/contracts/consultingservices/index.html.

6.2 All Oracle and Oracle Affiliates employees, as well as any Third Party Subprocessors that Process Personal Information, are subject to appropriate written confidentiality arrangements, including confidentiality agreements, regular training on information protection, and compliance with Oracle policies concerning protection of confidential information.

7. Audit Rights

7.1 You may audit Oracle's compliance with its obligations under this Data Processing Agreement up to once per year. In addition, to the extent required by Applicable Data Protection Law, You or Your Regulator may perform more frequent audits.

7.2 If a third party is to conduct the audit, the third party must be mutually agreed to by You and Oracle (except if such third party is a Regulator). Oracle will not unreasonably withhold its consent to a third party auditor requested by You. The third party must execute a written confidentiality agreement acceptable to Oracle or otherwise be bound by a statutory or legal confidentiality obligation.

7.3 To request an audit, You must submit a detailed proposed audit plan to Oracle at least two weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Oracle will review the proposed audit plan and provide You with any concerns or questions. Oracle will work cooperatively with You to agree on a final audit plan.

7.4 The audit must be conducted during regular business hours at the applicable facility, subject to the agreed final audit plan and Oracle's health and safety or other relevant policies, and may not unreasonably interfere with Oracle business activities.

7.5 Upon completion of the audit, You will provide Oracle with a copy of the audit report, which is subject to the confidentiality terms of Your Services Agreement. You may use the audit reports only for the purposes of meeting Your regulatory audit requirements and/or confirming compliance with the requirements of this Data Processing Agreement.

7.6 Each party will bear its own costs in relation to the audit, unless Oracle promptly informs you upon reviewing Your audit plan that it expects to incur additional charges or fees in the performance of the audit that are not covered by the fees payable under Your Services Agreement, such as additional license or third party contractor fees. The parties will negotiate in good faith with respect to any such charges or fees.

7.7 Without prejudice to the rights granted in Section 7.1 above, if the requested audit scope is addressed in a SOC, ISO, NIST, PCI DSS, HIPAA or similar audit report issued by a qualified third party auditor within the prior twelve months and Oracle provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report.

8. Incident Management and Breach Notification

8.1 Oracle has implemented controls and policies designed to detect and promptly respond to incidents that create suspicion of or indicate destruction, loss, alteration, unauthorized disclosure or access to Personal Information transmitted, stored or otherwise Processed. Oracle will promptly define escalation paths to investigate such incidents in order to confirm if a Personal Information Breach has occurred, and to take reasonable measures designed to identify the root cause(s) of the Personal Information Breach, mitigate any possible adverse effects and prevent a recurrence.

8.2 Oracle will notify you of a confirmed Personal Information Breach without undue delay but at the latest within 24 hours. As information regarding the Personal Information Breach is collected or otherwise reasonably becomes available to Oracle, Oracle will also provide You with (i) a description of the nature and reasonably anticipated consequences of the Personal Information Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and (iii) where possible, information about the types of Personal Information that were the subject of the Personal Information Breach. You agree to coordinate with Oracle on the content of Your intended public statements or required notices for the affected Individuals and/or notices to the relevant Regulators regarding the Personal Information Breach.

9. Return and Deletion of Personal Information

9.1 Upon termination of the Services, Oracle will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of Personal Information on Oracle systems or Services environments, except as otherwise stated in the Services Agreement.

9.2 For Personal Information held on Your systems or environments, or for Services for which no data retrieval functionality is provided by Oracle as part of the Services, You are advised to take appropriate action to back up or otherwise store separately any Personal Information while the production Services environment is still active prior to termination.

10. Legal Requirements

10.1 Oracle may be required by law to provide access to Personal Information, such as to comply with a subpoena or other legal process, or to respond to government requests, including public and government authorities for national security and/or law enforcement purposes.

10.2 Oracle will promptly inform You of requests to provide access to Personal Information, unless otherwise required by law.

11. Definitions

"**Applicable Data Protection Law**" means all data privacy or data protection laws or regulations globally that apply to the Processing of Personal Information under this Data Processing Agreement, which may include Applicable European Data Protection Law.

"**Applicable European Data Protection Law**" means (i) the EU General Data Protection Regulation EU/2016/679, as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement; (ii) the Swiss Federal Act of 19 June 1992 on Data Protection, as amended; and (iii) the UK Data Protection Act 2018.

"**Europe**" means for the purposes of this Data Processing Agreement (i) the European Economic Area, consisting of the EU Member States, Iceland, Lichtenstein and Norway; (ii) Switzerland and (iii) the UK after it withdraws from the EU.

"**Individual**" shall have the same meaning as the term "data subject" or the equivalent term under Applicable Data Protection Law.

"**Process/Processing**", "**Controller**", "**Processor**" and "**Binding Corporate Rules**" (or the equivalent terms) have the meaning set forth under Applicable Data Protection Law.

"**Oracle Affiliate(s)**" means the subsidiar(y)(ies) of Oracle Corporation that may Process Personal Information as set forth in Section 4.

"**Oracle Intra-Company Data Transfer and Mandate Agreement**" means the Oracle Intra-Company Data Transfer and Mandate Agreement for Customer Services Personal Information entered into between Oracle Corporation and the Oracle Affiliates.

"**Oracle Processor Code**" means Oracle's Privacy Code for Processing Personal Information of Customer Individuals referenced in the European DPA Addendum.

"**Oracle**" means the Oracle Affiliate that has executed the Services Agreement.

"**Personal Information**" shall have the same meaning as the term "personal data", "personally identifiable information (PII)" or the equivalent term under Applicable Data Protection Law.

"**Personal Information Breach**" means a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed on Oracle systems or the Services environment that compromises the security, confidentiality or integrity of such Personal Information.

"**Regulator**" shall have the same meaning as the term "supervisory authority", "data protection authority" or the equivalent term under Applicable Data Protection Law.

"**Services**" or the equivalent terms "Service Offerings" or "services" means the Cloud, Advanced Customer Support, Consulting, or Global Technical Support services specified in the Services Agreement.

"**Services Agreement**" means (i) the applicable order for the Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order, and (iii) the Service Specifications.

"**Third Party Subprocessor**" means a third party, other than an Oracle Affiliate, which Oracle subcontracts with and which may Process Personal Information as set forth in Section 4.

"**You**" means the customer entity that has executed the Services Agreement.

Other capitalized terms have the definitions provided for them in the Services Agreement.

Exhibit 1: European Data Processing Addendum for Oracle Services ("European DPA Addendum")

This European DPA Addendum supplements the Data Processing Agreement to include additional Processor terms applicable to the Processing of Personal Information subject to Applicable European Data Protection Law.

Except as expressly stated otherwise in the Data Processing Agreement, the Services Agreement, this European DPA Addendum or the Oracle Processor Code, in the event of any conflict between these documents, the following order of precedence applies (in descending order): (i) the Oracle Processor Code; (ii) this European DPA Addendum; (iii) the body of the Data Processing Agreement; and (iv) the Services Agreement.

1. Cross-Border Data Transfers – Oracle Processor Code

1.1 The Oracle Processor Code (Binding Corporate Rules for Processors) applies to the Processing of Personal Information by Oracle on Your behalf in its role as a Processor as part of the provision of Services under the Services Agreement and this European DPA Addendum, where such Personal Information is: (i) subject to any data transfer restrictions under Applicable European Data Protection Law; and (ii) processed by Oracle or an Oracle Affiliate in a country outside Europe.

1.2 The most current version of the Oracle Processor Code is available on https://www.oracle.com/a/ocom/docs/corporate/bcr-privacy-code-051719.pdf, and is incorporated by reference into the Services Agreement and this European DPA Addendum. Oracle has obtained EEA authorization for its Processor Code and will maintain such authorization for the duration of the Services Agreement.

1.3 Transfers to Third Party Subprocessors shall be subject to security and data privacy requirements consistent with the Oracle Processor Code, the Data Processing Agreement and the Services Agreement.

2. Description of Processing

2.1 *Duration of processing activities.* Oracle may Process Personal Information during the term of the Services Agreement and to perform its obligations under Section 9 of the Data Processing Agreement, unless otherwise required by applicable law.

2.2 *Processing activities.* Oracle may Process Personal Information as necessary to perform the Services, including where applicable for hosting and storage; backup and disaster recovery; service change management; issue resolution; applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; IT security purposes including incident management; maintenance and performance of technical support systems and IT infrastructure; and migration, implementation, configuration and performance testing.

2.3 *Categories of Personal Information.* In order to perform the Services and depending on the Services You have ordered, Oracle may Process some or all of the following categories of Personal Information: personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords; information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children; employment details including employer name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, and business contact details; financial details; goods and services provided; unique IDs collected from mobile devices, network carriers or data providers; IP addresses and online behavior and interest data.

2.4 *Categories of Data Subjects.* Categories of Data Subjects whose Personal Information may be Processed in order to perform the Services may include, among others, Your representatives and end users, such as Your employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.

2.5 Additional or more specific descriptions of Processing activities, categories of Personal Information and Data Subjects may be described in the Services Agreement.

3. Your Instructions

3.1 Your right to provide instructions to Oracle as specified in Section 2 of the Data Processing Agreement encompasses instructions regarding (i) data transfers as set forth in Section 1 of this European DPA Addendum; and (ii) assistance with Data Subject requests to access, delete or erase, restrict, rectify, receive and transmit (data portability), block access to or object to Processing of specific Personal Information or sets of Personal Information as described in Section 3 of the Data Processing Agreement.

3.2 To the extent required by the Applicable EEA Data Protection Law, Oracle will immediately inform You if, in its opinion, Your instruction infringes Applicable European Data Protection Law. You acknowledge and agree that Oracle is not responsible for performing legal research and/or for providing legal advice to You.

4. Notice and Objection Right to New Oracle Affiliates and Third Party Subprocessors

4.1 Subject to the terms and restrictions specified in this Section 4 of the European DPA Addendum and Section 4 of the Data Processing Agreement, You provide Oracle general written authorization to engage Oracle Affiliates and Third Party Subprocessors to assist in the performance of the Services.

4.2 Oracle maintains lists of Oracle Affiliates and Third Party Subprocessors that may Process Personal Information. These lists are available via My Oracle Support, Document ID 2121811.1 (or other applicable primary support tool, user interface or contact provided for the Services, such

as the [NetSuite Support Portal](#) or Your Oracle project manager). If You would like to receive notice of any intended changes to these lists of Oracle Affiliates and Third Party Subprocessors, You can (i) sign up per the instructions on My Oracle Support, Document ID 2288528.1; or (ii) Oracle will provide you notice of intended changes where a sign up mechanism is not available. For ACS and Consulting Services, any additional Third Party Subprocessors that Oracle intends to use will be listed in Your order for ACS or Consulting Services, or in a subsequent "Oracle Subprocessor Notice", which Oracle will send to you by e-mail as necessary.

4.3 Within fourteen (14) calendar days of Oracle providing such notice to You under Section 4.2 above, You may object to the intended involvement of a Third Party Subprocessor or Oracle Affiliate in the performance of the Services, providing objective justifiable grounds related to the ability of such Third Party Subprocessor or Oracle Affiliate to adequately protect Personal Information in accordance with the Data Processing Agreement or Applicable European Data Protection Law in writing by submitting a "service request" via (i) My Oracle Support (or other applicable primary support tool) or (ii) for ACS and Consulting Services, the project manager for the Services. You and Oracle will work together in good faith to find a mutually acceptable resolution to address such objection, including but not limited to reviewing additional documentation supporting the Third Party Subprocessor's or Oracle Affiliate's compliance with the Data Processing Agreement or Applicable European Data Protection Law, or delivering the Services without the involvement of such Third Party Subprocessor. To the extent You and Oracle do not reach a mutually acceptable resolution within a reasonable timeframe, You shall have the right to terminate the relevant Services (i) upon serving thirty (30) days prior notice; (ii) without liability to You or Oracle and (iii) without relieving You from Your payment obligations under the Services Agreement up to the date of termination. If the termination in accordance with this Section 4.3 only pertains to a portion of Services under an order, You will enter into an amendment or replacement order to reflect such partial termination.

5. Information and Assistance

5.1 For hosted Services, Your audit rights under Section 7 of the Data Processing Agreement include the right to conduct inspections of the applicable Services data center facility that hosts Personal Information.

5.2 In addition, You may request that Oracle audit a Third Party Subprocessor or provide confirmation that such an audit has occurred (or, where available, obtain or assist You in obtaining a third-party audit report concerning the Third Party Subprocessor's operations) to verify compliance with the Third Party Subprocessor's obligations. You will also be entitled, upon written request, to receive copies of the relevant privacy and security terms of Oracle's agreement with any Third Party Subprocessors and Oracle Affiliates that may Process Personal Information.

5.3 Oracle provides You with information and assistance reasonable necessary for You to conduct Your data protection impact assessments or consult with Your Regulator(s), by granting You electronic access to a record of Processing activities and any available privacy & security functionality guides for the Services. This information is available via (i) My Oracle Support, Document ID 111.1 or other applicable primary support tool provided for the Services, such as the [NetSuite Support Portal](#), or (ii) upon request, if such access to My Oracle Support (or other primary support tool) is not available to You.

6. Data Protection Officer

6.1 Oracle has appointed a Global Data Protection Officer and, in some European countries, a local Data
Protection Officer. Further details on how to contact Oracle's Global Data Protection Officer and, where applicable, the local Data Protection Officer, are available [here](#).

6.2 If You have appointed a Data Protection Officer, You may request Oracle to include the contact details of Your Data Protection Officer in the relevant Services order.

ORACLE

Oracle Cloud Hosting and Delivery Policies

Effective Date: December 2020, Version 3.0

OVERVIEW

These Oracle Cloud Hosting and Delivery Policies (these "Delivery Policies") describe the Oracle Cloud Services ordered by You. These Delivery Policies may reference other Oracle Cloud policy documents; any reference to "Customer" in these Delivery Policies or in such other policy documents shall be deemed to refer to "You" as defined in Your order. References in these Delivery Policies to a Cloud Services' "data center region" refers to the geographic region listed in Your order for such Services or, if applicable, the geographic region that You have selected when activating the production instance of such Services. In addition, for purposes of the data center region listed in Your order, or selected when activating the production instance of Your Service, "Europe" refers to the member countries of the European Union, the United Kingdom, and Switzerland, collectively. Capitalized terms that are not otherwise defined in these Delivery Policies shall have the meaning ascribed to them in the Oracle agreement, Your order or the policy, as applicable. The Oracle Cloud Hosting and Delivery Policies are generally updated on a biannual basis.

Your order or Oracle's Service Specifications (such as Oracle Cloud Service Pillar documentation or

Service Descriptions) may include additional details or exceptions related to specific Oracle Cloud Services. The Oracle Cloud Service Pillar documentation, the Service Descriptions and the Program Documentation for Oracle Cloud Services are available at www.oracle.com/contracts.

Oracle Cloud Services are provided under the terms of the Oracle agreement, Your order, and Service Specifications applicable to such services. Oracle's delivery of the Oracle Cloud Services is conditioned on Your and Your users' compliance with Your obligations and responsibilities defined in such documents and incorporated policies. These Delivery Policies, and the documents referenced herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of performance, functionality, security, or availability of the Oracle Cloud Services provided during the Services Period of Your order.

Oracle Cloud Services are deployed at data centers or third-party infrastructure service providers retained by Oracle, with the exception of Oracle Cloud at Customer Services. Oracle Cloud at Customer Services are Public Cloud Services that are deployed at Your data center or at a third-party data center retained by You. You may purchase these services standalone or they may be deployed as the underlying platform for other Oracle Cloud Services. For Oracle Cloud at Customer Services, Oracle will deliver to Your data center certain hardware components, including gateway equipment, needed by Oracle to operate these services. You are responsible for providing adequate space, power, and cooling to deploy the Oracle hardware (including gateway equipment) and for ensuring adequate network connectivity for Oracle Cloud Operations to access the services.

Oracle is solely responsible for maintenance of the Oracle hardware components (including gateway equipment).

These Delivery Policies do not apply to Oracle BigMachines Express, Oracle ETAWorkforce, or such other Oracle Cloud offerings as specified by Oracle in Your order or the applicable Service Description.

ORACLE CLOUD SECURITY POLICY
I. ORACLE INFORMATION SECURITY PRACTICES - GENERAL

Oracle has adopted security controls and practices for Oracle Cloud Services that are designed to protect the confidentiality, integrity, and availability of Your Content that is hosted by Oracle in Your Oracle Cloud Services environment and to protect Your content from any unauthorized processing activities such as loss or unlawful destruction of data. Oracle continually works to strengthen and improve those security controls and practices.

Oracle Cloud Services operates under practices which are aligned with the ISO/IEC 27002 Code of

Practice for information security controls, from which a comprehensive set of controls are selected. Oracle Cloud Services are aligned with National Institute of Standards and Technology ("NIST") 80053 and 800-171.

Oracle Cloud information security practices establish and govern areas of security applicable to Oracle Cloud Services and to Your use of those Oracle Cloud Services. Oracle personnel (including employees, contractors, and temporary employees) are subject to the Oracle information security practices and any additional policies that govern their employment or the services they provide to Oracle.

Oracle takes a holistic approach to information security, implementing a multilayered defense security strategy where network, operating system, database, and software security practices and procedures complement one another with strong internal controls, governance, and oversight.

For those Oracle Cloud Services which enable You to configure Your security posture, unless otherwise specified, You are responsible for configuring, operating, maintaining, and securing the operating systems and other associated software of these select Oracle Cloud Services (including Your Content) that is not provided by Oracle. You are responsible for maintaining appropriate security, protection, and backup of Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access and the routine archiving of Your Content.

II. PHYSICAL SECURITY SAFEGUARDS

Oracle employs measures designed to prevent unauthorized persons from gaining access to computing facilities in which Your Content is hosted such as the use of security

personnel, secured buildings, and designated data center premises. Oracle provides secured computing facilities for both office locations and production cloud infrastructure. Common controls between office locations and Oracle controlled co-locations/data centers currently include, for example:

- Physical access requires authorization and is monitored
- All employees and visitors must visibly wear official identification while onsite
- Visitors must sign a visitor's register and be escorted and/or observed while onsite
- Possession of keys/access cards and the ability to access the locations is monitored. Staff leaving Oracle employment must return keys/cards

Additional physical security safeguards are in place for Oracle-controlled Cloud data centers, which currently include safeguards such as:

- Premises are monitored by CCTV
- Entrances are protected by physical barriers designed to prevent unauthorized entry by vehicles
- Entrances are manned 24 hours a day, 365 days a year by security guards who perform visual identity recognition and visitor escort management
- Safeguards related to environmental hazards
- Any physical movement of equipment is controlled by hand-delivered receipts and other authorized change control procedures
- Network cables are protected by conduits and, where possible, avoid routes through public areas

This section does not apply to Oracle Cloud at Customer Services. You must provide Your own secure computing facilities for the hosting and operation of the Oracle Cloud at Customer Services-related hardware (including the gateway equipment) and network connections required for Oracle to provide the Oracle Cloud at Customer Services.

III. SYSTEM ACCESS CONTROLS

Oracle may, depending upon the particular Cloud Services ordered, apply among others the following controls: authentication via passwords and/or multi-factor authentication, documented authorization and change management processes, and logging of access. All remote access to the Oracle Cloud Network by Oracle personnel that have access to Your Content must be through a Virtual Private

Network, utilizing multi-factor authentication. Oracle prohibits (through both policy and technical controls) the use of personal devices to access the Oracle Cloud Network and the Services environment for the Cloud Services.

For Cloud Services hosted at Oracle: (i) log-ins to Cloud Services environments are logged and (ii) logical access to the data centers is restricted and protected.

IV. DATA ACCESS CONTROLS

For service components managed by Oracle, Oracle's access to Your Content is restricted to authorized staff.

With respect to Oracle personnel accessing the Services environment for the Cloud Services (including Your Content residing in the Cloud Services), Oracle enforces Role Based Access Controls (RBAC) and employs the access management principles of "need to know", "least privilege" and "segregation of duties." In addition, Oracle provides a mechanism by which You control Your access to Your Cloud Services environment and to Your Content by Your authorized staff.

V. USER ENCRYPTION FOR EXTERNAL CONNECTIONS

Your access to Oracle Cloud Services is through a secure communication protocol provided by Oracle. If access is through a Transport Layer Security (TLS) enabled connection, that connection is negotiated for at least 128 bit encryption. The private key used to generate the cipher key is at least 2048 bits. TLS is implemented or configurable for all web-based TLS-certified applications deployed at Oracle. It is recommended that the latest available browsers certified for Oracle programs, which are compatible with higher cipher strengths and have improved security, be utilized for connecting to web enabled programs. The list of certified browsers for each version of Oracle Cloud Services will be made available via a portal accessible to You or in the corresponding Service Description for the Oracle Cloud Services. In some cases, a third party site that You wish to integrate with the Oracle Cloud Services, such as a social media service, may not accept an encrypted connection. For Oracle Cloud Services where HTTP connections with the third party site are permitted by Oracle, Oracle will enable such HTTP connections in addition to the HTTPS connection.

VI. INPUT CONTROL

The source of Your Content is under Your control and Your responsibility, and integrating Your Content into the Cloud Services environment, is managed by You.

VII. DATA AND NETWORK SEGREGATION

Your Content is logically or physically segregated from the content of other customers hosted in the Oracle Cloud Services environments. All Oracle Public Cloud networks are segregated from Oracle's Corporate networks.

VIII. CONFIDENTIALITY AND TRAINING

Oracle personnel that may have access to Your Content are subject to confidentiality agreements. All Oracle personnel that have access to Your Content are required to complete information-protection awareness training upon hiring. Thereafter, all Oracle

personnel that have access to Your Content must complete training in accordance with applicable Oracle security and privacy awareness training documentation.

IX. ASSET MANAGEMENT

Oracle is responsible for the protection and inventory of Oracle's Cloud Services assets. The responsibilities may include reviewing and authorizing access requests to those who have a business need and maintaining an inventory of assets.

You are responsible for the assets You control that utilize or integrate with the Oracle Cloud services, including: determining the appropriate information classification for Your Content, and whether the documented controls provided by Oracle Cloud Services are appropriate for Your Content. You must have or obtain any required consents or other legal basis related to the collection and use of information provided by data subjects, including any such consents or other legal basis necessary for Oracle to provide the Cloud Services.

X. ORACLE INTERNAL INFORMATION SECURITY POLICIES

Oracle Cloud information security policies establish and govern areas of security applicable to Oracle

Cloud Services and to Your use of Oracle Cloud Services. Oracle personnel are subject to the Oracle Corporate Information Security Policies and any additional policies that govern their employment or the services they provide to Oracle. Oracle's Information Security Program ("ISP") is comprised of documented policies that consider risk factors including cyber and security factors, with accompanying derivative procedures, standards and guidelines required for the effective operationalization of policy. Oracle's ISP is designed to ensure the confidentiality, integrity, privacy, continuity and availability of Your Content that is hosted by Oracle in Your Oracle Cloud Services through effective security management practices and controls. Oracle's ISP is reviewed annually by the Oracle Security Oversight Committee and updated as required.

XI. INTERNAL SECURITY REVIEWS AND ENFORCEMENT

Oracle employs internal processes for regularly testing, assessing, evaluating and maintaining the effectiveness of the technical and organizational security measures described in this section.

XII. EXTERNAL REVIEWS

Oracle may conduct independent reviews of Cloud Services utilizing third parties in the following areas (the scope of any such reviews may vary by service and country):

- SOC 1 (based on Statement on Standards for Attestation Engagements (SSAE) No 18) and/or SOC 2 reports

- Other independent third-party security testing to review the effectiveness of administrative and technical controls

Relevant information from these reviews may be made available to customers.

XIII. ORACLE SOFTWARE SECURITY ASSURANCE

Oracle Software Security Assurance (OSSA) is Oracle's methodology for building security into the design, build, testing, and maintenance of its products and services, including the Oracle Cloud Services. The OSSA program is described at https://www.oracle.com/corporate/securitypractices/assurance/.

XIV. SECURITY LOGS

Logs are generated for security-relevant activities on operating systems. Systems are configured to log default security activities, access to information or programs, system events such as alerts, console messages, and system errors. Oracle reviews logs for forensic purposes and incidents; identified anomalous activities feed into the incident management process. Security logs are stored within the Security Information and Event Management system in a native, unaltered format and retained in accordance with Oracle's internal policies. Such logs are retained online for a minimum of ninety (90) days, or as otherwise required by an applicable regulatory framework.

XV. OTHER CUSTOMER SECURITY RELATED OBLIGATIONS

You are responsible for:

- Implementing Your own comprehensive system of security and operational policies, standards and procedures, according to Your risk-based assessments and business requirements
- Ensuring that end-user devices meet web browser requirements and minimum network bandwidth requirements for access to the Oracle Cloud Services
- Managing client device security controls, so that antivirus and malware checks are performed on data or files before importing or uploading data into the Oracle Cloud Services
- Maintaining Customer-managed accounts according to Your policies and security best practices
- Additionally, for Oracle Cloud at Customer Services, You are responsible for the following:
  - Adequate physical and network security
  - Security monitoring to reduce the risk of real time threats and prevent unauthorized access to Your Oracle Cloud Services from Your networks; this includes intrusion detection systems, access controls, firewalls and any other network monitoring, and any management tools managed by You.

ORACLE CLOUD SERVICE CONTINUITY POLICY
I.   ORACLE CLOUD SERVICES HIGH AVAILABILITY STRATEGY

Oracle deploys the Oracle Cloud Services on resilient computing infrastructure designed to maintain service availability and continuity in the case of an incident affecting the services. Data centers retained by Oracle to host Oracle Cloud Services have component and power redundancy with backup generators in place, and Oracle may incorporate redundancy in one or more layers, including network infrastructure, program servers, database servers, and/or storage.

II.   ORACLE CLOUD SERVICES BACKUP STRATEGY

Oracle periodically makes backups of Your production data in the Oracle Cloud Services for Oracle's sole use to minimize data loss in the event of an incident. Backups are stored at the primary site used to provide the Oracle Cloud Services, and may also be stored at an alternate location for retention purposes. A backup is typically retained online or offline for a period of at least 60 days after the date that the backup is made. Oracle typically does not update, insert, delete or restore Your data on Your behalf. However, on an exception basis and subject to written approval, Oracle may assist You to restore data which You may have lost as a result of Your own actions.

For Oracle Cloud Services which enable You to configure backups in accordance with Your own policies, You are responsible for performing backups and restores of Your data, non-Oracle software, and any Oracle software that is not provided by Oracle as part of these services. Additionally, You are encouraged to develop a business continuity plan to ensure continuity of Your own operations in the event of a disaster.

ORACLE CLOUD SERVICE LEVEL AGREEMENT
I.   HOURS OF OPERATION

The Oracle Cloud Services are designed to be available 24 hours a day, 7 days a week, 365 days a year, except during maintenance periods, technology upgrades and as otherwise set forth in the Oracle agreement, Your order and this *Oracle Cloud Service Level Agreement*.

II.   SERVICE AVAILABILITY

Commencing at Oracle's activation of Your production Oracle Cloud Service, Oracle works to meet the Target Service Availability Level, or Target Service Uptime of 99.7%. This is in accordance with the terms set forth in the Cloud Service Pillar documentation for the applicable Oracle Cloud Service (or such other Target Service Availability Level or Target Service Uptime specified by Oracle for the applicable Oracle Cloud Service in such documentation).

The foregoing is contingent on Your adherence to Oracle's recommended minimum technical configuration requirements for accessing and using the Oracle Cloud Services

from Your network infrastructure and Your user work stations as set forth in the Program Documentation for the applicable Oracle Cloud Services.

A.   Measurement of Availability

Following the end of each calendar month of the applicable Services Period, Oracle measures the Service Availability Level or Service Uptime over the immediately preceding month by dividing the difference between the total number of minutes in the monthly measurement period and any Unplanned Downtime (as defined below) by the total number of minutes in the measurement period, and multiplying the result by 100 to reach a percent figure.

B.   Reporting of Availability

Oracle will provide You with access to a Customer notifications portal. This portal will provide metrics on the Service Availability Level for Oracle Cloud Services that You purchased under Your order. For those Oracle Cloud Services for which such metrics are not available via the Customer notifications portal, Oracle will provide metrics on the Service Availability Level upon receipt of a Service Request submitted by You to Oracle requesting the metrics.

C.   Service Credits

You may receive Service Credits in the event that the Target Service Availability Level or Target

Service Uptime for Oracle Cloud Services that You purchased under Your order is below the defined Target Service Availability Level or Target Service Uptime applicable to such Services. Service Credits are defined in the Cloud Service Pillar documentation or Service Description applicable to Your purchased Oracle Cloud Services. Notwithstanding the provisions of this section, if Your order with Oracle or Service Specifications applicable to your order for a particular Oracle Cloud Service provides a right to receive a higher amount of Service Credits, then You may receive the Service Credits under the provision which provides for the highest amount of Service Credits to You, but You may not recover Service Credits under multiple provisions for the same event.

III. DEFINITION OF UNPLANNED DOWNTIME

Oracle Cloud Services are deployed in resilient computing facilities with resilient infrastructure, redundant network connections, and power at each hosting facility.

"Unplanned Downtime" means any time during which a problem with the Oracle Cloud Services prevents Your connectivity. Unplanned Downtime does not include any time during which the Oracle Cloud Services or any Oracle Cloud Services component are not available due to: (i) scheduled maintenance, (ii) circumstances outside of Oracle's control and other force majeure events (e.g., outages initiated at Your request, outages caused

by non-Oracle electrical, network, telecommunication, or other connectivity equipment, security attacks, natural disasters, or political events), (iii) any actions or inactions of You, Your Users or any third party (other than any Oracle agents and contractors who Oracle has engaged to perform the applicable Oracle Cloud Services) or (iv) any suspension by Oracle permitted under Your Oracle agreement or Your order. In addition, with respect to Oracle Cloud at Customer Services, Unplanned Downtime also does not include downtime or other unavailability (i) of Your data center (e.g., due to maintenance) or (ii) occurring outside the on-site hours defined under Your order for Oracle Cloud Operations personnel at Your data center.

IV. MONITORING

Oracle uses a variety of software tools to monitor the availability and performance of the Oracle Cloud Services and the operation of infrastructure and network components. Oracle does not monitor, or address deviations experienced by any non-Oracle managed components used by You in the Oracle Cloud Services, such as non-Oracle applications.

A. Monitored Components

Oracle monitors the hardware that supports the Oracle Cloud Services, and currently generates alerts for monitored network components, such as CPU, memory, storage, database and other components. Oracle Cloud Operations staff monitors alerts associated with deviations to Oracle defined thresholds, and follows standard operating procedures to investigate and resolve underlying issues.

B. Customer Monitoring & Testing Tools

Oracle permits You to conduct limited functional testing for Oracle Cloud Services in Your test environment. Specific rules for testing may be found in the Program Documentation.

Oracle regularly performs penetration and vulnerability testing and security assessments against Oracle Cloud infrastructure, platforms, and applications in order to validate and improve the overall security of Oracle Cloud Services. The Oracle Cloud Services Program Documentation outlines when and how You may assess or test any components that You manage or create in Oracle Cloud Services, including non-Oracle applications, non-Oracle databases, other applicable non-Oracle software, code, or the use of data scraping tools.

Oracle reserves the right to remove or disable access to any tools or technologies that violate the guidelines in this section or the applicable Oracle Cloud Services Program Documentation, without any liability to You.

ORACLE CLOUD CHANGE MANAGEMENT POLICY
I.   ORACLE CLOUD CHANGE MANAGEMENT AND MAINTENANCE

Oracle Cloud Operations performs changes to cloud hardware infrastructure, operating software, product software, and supporting application software that is provided by Oracle as part of the Oracle Cloud Services, to maintain operational stability, availability, security, performance, and currency of the Oracle Cloud Services. Oracle follows formal change management procedures to review, test, and approve changes prior to application in the production service.

Changes made through change management procedures include system and service maintenance activities, upgrades and updates, and customer specific changes. Oracle Cloud Services change management procedures are designed to minimize service interruption during the implementation of changes.

Oracle reserves specific maintenance periods for changes that may require the Oracle Cloud Services to be unavailable during the maintenance period. Oracle works to ensure that change management procedures are conducted during scheduled maintenance windows, while taking into consideration low traffic periods and geographical requirements.

Oracle will provide prior notice of modifications to the standard maintenance period schedule. For Customer-specific changes and upgrades, where feasible, Oracle will coordinate the maintenance periods with You.

For changes that are expected to cause service interruption, the durations of the maintenance periods for planned maintenance are not included in the calculation of Unplanned Downtime minutes in the monthly measurement period for Service Availability Level (see the *Oracle Cloud Service Level Agreement* above). Oracle uses commercially reasonable efforts to minimize the use of these reserved maintenance periods and to minimize the duration of maintenance events that cause service interruptions.

For Oracle Cloud Services which enable You to perform maintenance activities, You are responsible for configuring and maintaining the operating systems and other associated software.

A.   Emergency Maintenance

Oracle may be required to execute emergency maintenance in order to protect the security, performance, availability, or stability of the Oracle Cloud Services. Emergency maintenance is required to address an exigent situation (e.g., a hardware failure of the infrastructure underlying such Service) with the Service or Oracle infrastructure that cannot be addressed except on an emergency basis. Oracle works to minimize the use of emergency maintenance, and to the extent reasonable under the circumstances as determined by Oracle, will work to provide 24 hours prior notice for any emergency maintenance requiring a service interruption.

B.   Major Maintenance Changes

To help ensure continuous stability, availability, security and performance of the Oracle Cloud Services, Oracle reserves the right to perform major changes to its hardware infrastructure, operating software, applications software and supporting application software under its control, typically no more than twice per calendar year. Each such major change event is considered scheduled maintenance and may cause the Oracle Cloud Services to be unavailable. Each such event is targeted to occur at the same time as the scheduled maintenance period. Oracle will work to provide no less than 60 days prior notice of a major change event.

C.   Data Center Migrations

Oracle may migrate Your Oracle Cloud Services deployed in data centers retained by Oracle between production data centers in the same data center region as deemed necessary by Oracle or in the case of disaster recovery. For data center migrations for purposes other than disaster recovery, Oracle will provide a minimum of 30 days notice to You.

II.   SOFTWARE VERSIONING
A.   Software Updates

Oracle requires all Oracle Cloud Services customers to keep the software versions of the Oracle Cloud Services current with the software versions that Oracle designates as Generally Available (GA) for such Oracle Cloud Services. Software updates will follow the release of every GA release and are required for the Oracle Cloud Services in order to maintain version currency. Oracle's obligations under these Delivery Policies (including the *Oracle Cloud Service Continuity Policy,* the *Oracle Cloud Service Level Agreement*, and the *Oracle Cloud Support Policy*) are dependent on You maintaining GA version currency. Oracle is not responsible for performance, functionality, availability or security issues experienced with Oracle Cloud Services that may result from running earlier versions.

B.   End of Life

Oracle will host and support only the GA version of an Oracle Cloud Service. All other versions of the Oracle Cloud Service are considered as "End of Life" (EOL). You are required to complete the Oracle Cloud Services update to the latest version before the EOL of a given version. You acknowledge that failure to complete the update prior to the EOL of an Oracle Cloud Service version may result in an update automatically performed by Oracle or a suspension of the Oracle Cloud Services. In certain circumstances where an Oracle Cloud Service version reaches EOL and Oracle does not make available an updated version, Oracle may designate, and require You to transition to, a successor Oracle Cloud Service.

ORACLE CLOUD SUPPORT POLICY

The support described in this *Oracle Cloud Support Policy* applies only for Oracle Cloud Services, and is provided by Oracle as part of such Oracle Cloud Services under Your order. Oracle may make available, and You may order for additional fees, additional support service offerings made available by Oracle for the Oracle Cloud Services.

I.   ORACLE CLOUD SUPPORT TERMS
A.   Support Fees

The fees paid by You for the Oracle Cloud Services under Your order include the support described in this *Oracle Cloud Support Policy*. Additional fees are applicable for additional Oracle support services offerings purchased by You.

B.   Support Period

Oracle Cloud support becomes available upon the service start date and ends upon the expiration or termination of the Services (the "support period"). Oracle is not obligated to provide the support described in this Oracle Cloud Support Policy beyond the end of the support period.

C.   Technical Contacts

Your technical contacts are the sole liaisons between You and Oracle for Oracle support for Oracle Cloud Services. Those technical contacts must have, at a minimum, initial basic service training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized service/product usage, and migration. Your technical contacts must be knowledgeable about the Oracle Cloud Services 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 should have a baseline understanding of the problem being encountered and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in Oracle support for Oracle Cloud Services, You must notify Oracle whenever technical contact responsibilities are transferred to another individual.

D.   Oracle Cloud Support

Oracle support for Oracle Cloud Services consists of:

- Diagnoses of problems or issues with the Oracle Cloud Services
- Reasonable commercial efforts to resolve reported and verifiable errors in the Oracle Cloud Services so that those Oracle Cloud Services perform in all material respects as described in the associated Program Documentation
- Support during Change Management activities described in the *Oracle Cloud Change Management Policy*
- Assistance with technical service requests 24 hours per day, 7 days a week

- 24 x 7 access to a Cloud Customer Support Portal designated by Oracle (e.g., My Oracle Support) and Live Telephone Support to log service requests
- Access to community forums
- Non-technical Customer service assistance during normal Oracle business hours (8:00 to 17:00) local time

II. ORACLE CLOUD CUSTOMER SUPPORT SYSTEMS
A. Oracle Cloud Customer Support Portal

Oracle provides support for the Oracle Cloud Service acquired by You through the Cloud Customer

Support Portal designated for that Oracle Cloud Service. Access to the applicable Cloud Customer Support Portal is governed by the Terms of Use posted on the designated support web site, which are subject to change. A copy of these terms is available upon request. Access to the Cloud Customer Support Portal is limited to Your designated technical contacts and other authorized users of the Oracle Cloud Services. Where applicable, the Cloud Customer Support Portal provides support details to Your designated technical contacts to enable use of Oracle support for Oracle Cloud Services. All service notifications and alerts relevant to Your Oracle Cloud Service are posted on this portal.

B. Live Telephone Support

Your technical contacts may access live telephone support via the phone numbers and contact information found on Oracle's support web site at https://www.oracle.com/support/contact.html.

III. SEVERITY DEFINITIONS

Service requests for Oracle Cloud Services may be submitted by Your designated technical contacts via the Cloud Customer Support Portal noted above. The severity level of a service request submitted by You is selected by both You and Oracle, and must be based on the following severity definitions:

A. Severity 1

Your production use of the Oracle Cloud Services is stopped or so severely impacted that You cannot reasonably continue work. You experience a complete loss of service. The impacted 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
- Service hangs indefinitely, causing unacceptable or indefinite delays for resources or response

• Service crashes, and crashes repeatedly after restart attempts

Oracle will use reasonable efforts to respond to Severity 1 service requests within fifteen (15) minutes. Oracle will work 24x7 until the Severity 1 service request is resolved, a reasonable work-around is put in place, or as long as useful progress can be made. You must provide Oracle with a technical contact during this 24x7 period to assist with data gathering, testing, and applying fixes. You are required to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

B.   Severity 2

You experience a severe loss of service. Important features of the Oracle Cloud Services are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

C.   Severity 3

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

D.   Severity 4

You request information, enhancement, or documentation clarification regarding the Oracle Cloud

Services, but there is no impact on the operation of such service. You experience no loss of service.

IV. CHANGE TO SERVICE REQUEST SEVERITY LEVEL
A.   Initial Severity Level

At the time Oracle accepts a service request, Oracle will record an initial severity level of the service request based on the above severity definitions. Oracle's initial focus, upon acceptance of a service request, will be to resolve the issues underlying the service request. The severity level of a service request may be adjusted as described below.

B.   Downgrade of Service Request Levels

If, during the service request process, the issue no longer warrants the severity level currently assigned based on its current impact on the production operation of the applicable Oracle Cloud Service, then the severity level will be downgraded to the severity level that most appropriately reflects its current impact.

C.   Upgrade of Service Request Levels

If, during the service request process, the issue warrants the assignment of a higher severity level than that currently assigned based on the current impact on the production operation of the applicable Oracle Cloud Service, then the severity level will be upgraded to the severity level that most appropriately reflects its current impact.

D.   Adherence to Severity Level Definitions

You shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact on the production operation of the applicable Oracle Cloud Service. You acknowledge that Oracle is not responsible for any failure to meet performance standards caused by Your misuse or mis-assignment of severity level designations.

V. SERVICE REQUEST ESCALATION

For service requests that are escalated, the Oracle support analyst will engage the Oracle service request escalation manager who will be responsible for managing the escalation. The Oracle service request escalation manager will work with You to develop an action plan and allocate the appropriate Oracle resources. If the issue underlying the service request continues to remain unresolved, You may contact the Oracle service request escalation manager to review the service request and request that it be escalated to the next level within Oracle as required. To facilitate the resolution of an escalated service request, You are required to provide contacts within Your organization that are at the same level as that within Oracle to which the service request has been escalated.

ORACLE CLOUD SUSPENSION AND TERMINATION POLICY
I. TERMINATION OF ORACLE CLOUD SERVICES

For a period of 60 days upon termination of the Oracle Cloud Services, Oracle will make available, via secure protocols and in a structured, machine-readable format, Your Content residing in the production Cloud Services environment, or keep the service system accessible, for the purpose of data retrieval by You.

For free trials of Cloud Services, Oracle will make Your Content available for a period of 30 days following termination of the trial. During this retrieval period, Oracle's Cloud Service Level Agreement does not apply and the service system may not be used for any production activities. Oracle has no obligation to retain Your Content after this retrieval period.

If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the service (e.g., My Oracle Support).

Data retrieval and any related assistance by Oracle is not applicable for Oracle Cloud Services that do not store Your Content. You are responsible for ensuring that if those Oracle Cloud Services are dependent on separate Oracle Cloud Services (such as Storage Cloud Service or Database Cloud Services) for the storage of data, those separate Oracle Cloud Services must have a valid duration through the end of the terminating Oracle Cloud Service to enable data retrieval, or for otherwise taking appropriate action to back up or otherwise store separately Your Content while the Production Cloud Services environment is still active prior to termination.

Following expiry of the retrieval period, Oracle will delete Your Content from the Oracle Cloud Services environments (unless otherwise required by applicable law).

For Oracle Cloud at Customer Services, You must make available for retrieval by Oracle any Oracle Cloud at Customer Service-related hardware components (including the gateway equipment) provided by Oracle in good working order and the same condition as at the start of the Oracle Cloud at Customer Services subject to reasonable wear and tear for appropriate use.

II. TERMINATION OF PILOT ENVIRONMENTS

This *Oracle Cloud Suspension and Termination Policy* applies to production pilots of Oracle Cloud Services. Production pilots are not available for all Oracle Cloud Services.

Oracle Global Customer Support Security Practices

Version October 7, 2019

These Oracle Global Customer Support Security Practices ("Security Practices") supplement the Oracle [Corporate Security Practices](#) and identify the additional security practices that Oracle Global Customer Support ("GCS") follows when performing standard software and hardware technical support for Oracle customers ("You" or "Your") under the terms of Your Oracle agreement, Your order for technical support ("order"), and the Oracle Technical Support Policies located at https://www.oracle.com/corporate/contracts/support-services/policies.html. As used herein, "Your data" means any data stored in Your computer systems and accessed remotely or provided to Oracle for the performance of the services. Capitalized terms that are not otherwise defined in these Delivery Policies shall have the meaning ascribed to them in the Oracle agreement, Your order or the policy, as applicable. All terms and conditions for Advanced Customer Services shall be specified in the order for such services, and are outside the scope of this document.

These Security Practices are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of security specified herein 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).

I. Security Policies

Oracle's [Corporate Security Practices](#) cover the management of security for both its internal operations as well as the services Oracle provides to its customers, and apply to all Oracle employees. These policies, which are generally aligned with the ISO 27002 Code of Practice and ISO 27001 standards, govern all areas of security applicable to the performance of standard software and hardware technical support services. You are strongly encouraged to implement Your own comprehensive system of policies, standards and procedures, according to Your risk-based assessments and business requirements.

II. Global Customer Support Operation

GCS is a global operation, with Service Request ("SR") management based on global competencies, and global work assignment, categorization and processing. SRs are processed by GCS engineers, including Oracle employees and contractors, in support centers around the globe on a follow-the-sun model, based on criticality, time zone, and the nature of the issue raised. Oracle is responsible for its employees' and subcontractors' provision of the technical support services (including any resulting

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access to and use of Your data) in accordance with the terms of Your order and these Security Practices.

III. Web-Based Customer Support Sites

Oracle offers a number of customer support web sites; each site operates in support of different Oracle programs and hardware lines. Described below are the security practices applicable to the My Oracle Support site, including the My Oracle Support Mobile site. Please see the current Oracle technical support policies located at: http://www.oracle.com/us/support/policies/index.html for more complete information about which Oracle programs and hardware are supported by each support web site.

IV. My Oracle Support

My Oracle Support is Oracle's key web-based service for providing interactions with GCS for Oracle programs and hardware, including SR access, knowledge search/browse, support communities and technical forums.

My Oracle Support currently implements the following security controls:

- My Oracle Support is an HTTPS extranet website service using Secure Socket Layer (SSL) encryption.
- Your registration on My Oracle Support uses a unique Customer Support Identifier (CSI) linked to Your Support contract(s).
- Each CSI has at least one customer-designated My Oracle Support Customer User Administrator. Your Customer User Administrators are responsible for approving or rejecting requests from customer users for new My Oracle Support accounts and CSI associations to existing My Oracle Support accounts. You are also responsible for provisioning and de-provisioning Your My Oracle Support users on a timely basis in accordance with Your own access policies.
- Your Customer User Administrator can control which features Your users may access on My Oracle Support (for example, write access to SRs can be enabled or disabled for a given user).
- Your Customer User Administrator can view users associated with its CSIs, and has the ability to remove or add access privileges for users.
- My Oracle Support SR Attachments (documents uploaded as part of the My Oracle Support SR create/update process) are saved into a dedicated GCS repository. Your communications with this repository are secured using Hypertext Transfer Protocol over Secure Socket Layer (https).
- The GCS repository is deployed in a firewall protected demilitarized zone (DMZ) network. The DMZ is designed to permit Internet access to and from a private network, while still maintaining the security of that network. There is no direct Internet connection to the application server. The My Oracle Support site resolves to an IP address registered to a virtual server on a SSL Accelerator/Reverse Proxy to encrypt the information and mask the location of the source and destination. At

the termination point of the SSL encryption, a reverse proxy forwards traffic to the application server.

- During Your interaction with My Oracle Support, You or the GCS engineer working on Your Service Request may request an interactive online chat. If You accept the chat invitation (acceptance is not required nor assumed) or start one, a transcript of Your chat with the GCS engineer will be retained along with any corresponding SR attachments You have submitted to Oracle. The chat transcript is available to the chat participant for viewing at any time while the Service Request is open. GCS engineers may also summarize the chat session with You. If they do, those summaries become part of the SR activity, and You will be able to review them as You would any other part of the SR.

- Only Your authorized users that have been approved by the Customer User Administrator to add a given CSI to their profile may view SRs associated with that CSI in My Oracle Support.

- Technical issues reported to Oracle may be used as a basis for Knowledge Management content, but all references to You or Your Content, as well as customer context, are removed from Knowledge Management articles.

- My Oracle Support has self-service Guided Resolution tools that do not require You to create an SR. Files You upload for analysis using Guided Resolution tools are deleted 7 days after upload.

- Draft SRs that You may save prior to submission are deleted 30 days after submission or 90 days if not submitted.

- My Oracle Support SR attachments are retained as needed to address the SR, and are deleted 7 days following closure of the SR. However, where a bug has been identified as being a possible underlying cause of the SR, the SR Attachment is saved into the Oracle Development bug database and retained while the bug is open. The SR Attachment is deleted from the bug database 7 days after the bug is closed if it is a duplicate bug, does not require a code fix or is unable to be resolved by a code fix. Where a bug requires a code fix for resolution, the SR Attachment is retained for up to 6 months after either (i) the bug is closed in order to assist with the diagnosis or confirm a match with issues identified in other related code or (ii) publication of a fix for the bug involving a security vulnerability as part of Oracle's Critical Patch Update (CPU) process, and is then deleted. If some or all of the data contained in the SR Attachment is used as a test case for confirming the code fix in a product, that data may be stored in an Oracle source code repository for regressing testing while the product is supported to prevent the bug from being reintroduced into subsequent versions.

- My Oracle Support SR data and records related to the SR are kept for 10 years from the date that the record was created.

V. Technologies Used to Perform Technical Support

GCS uses a number of methods and tools as part of SR diagnosis and resolution, both for Oracle software and hardware support. The security infrastructure associated with those methods and tools is described below.

Collaboration Tools

GCS uses two collaboration tools to review issues reported to Oracle: Cisco Webex for programs and Oracle Shared Shell and Cisco Webex for hardware. These tools share the following common features:

• You control and participate actively in all sessions.
• You control the session, what navigation is undertaken, what data is displayed and what commands are issued.
• You also have the ability to shut down the session at any time for any reason.

Additional details:

• **Cisco Webex conferencing** enables GCS to establish web conferences to actively assist You with SR diagnosis and resolution.
  o Oracle may record the session for subsequent diagnostic and resolution purposes and attach the recording to the SR as an SR attachment. You are free to instruct GCS to stop recording at any time.
  o Secure Socket Layer (SSL) encryption is provided for data transmitted over the Internet.
  o Cisco Webex conferencing requires Transport Layer Security (TLS) protocol 1.2.

• **Shared Shell** enables GCS to remotely view or access terminal/command interfaces on Your supported hardware.
  o You have access control for conference participants. You invite participants to the session and are responsible for approving or denying participants. You may terminate any participant at any time.
  o The default access control for conference participants is "view only", where participants may only view what appears in the terminal/command line window. You may also choose "no-execute" access, where a participant may type a command but only You can execute it, or "full" access, which allows a participant to type and execute commands.
  o The Shared Shell initiator system does not require any open inbound ports; all Internet communications are initiated through outbound connections from the initiator system. o Oracle retains Shared Shell session logs for up to 90 days for debugging, diagnostic and issue resolution purposes. The log files are stored on Oracle systems with restricted access that is provisioned via an approval process. These files are also available to You on the initiator system from which You started a Shared Shell session, but are not available on the system of a participant that You may have invited to a session.
  o Shared Shell enforces Transport Layer Security protocol 1.2.

Tools Used for Programs & Hardware

GCS provides a variety of tools designed to collect data to assist with issue resolution. These tools share the following common features:

- They are not designed to capture, collect, transport, or use any production data from the system or device on which the tools are run. The tools specifically target system telemetry data (e.g., hardware and software components, versions, patches applied).
- When transmitting such system telemetry data directly to Oracle without Your active involvement, transmissions are sent using one of a variety of encryption technologies.

Further details about some of the primary tools GCS uses for software and hardware technical support are described below. Additional information about support tools, and more detailed information concerning the metrics collected by each of the tools described below, are available on My Oracle Support.

Tools for Programs

Oracle Configuration Manager (OCM)

Oracle Configuration Manager (OCM), available from My Oracle Support, is used to collect and analyze Your environment configuration information. OCM gathers configuration information and loads that information to a Customer Configuration Repository (CCR) at Oracle. Providing the auto-collected configuration information to Oracle is voluntary and is done only with Your consent. You control the installation and configuration of OCM. If You configure it to send information to Oracle, OCM pushes Your selected configuration uploads to the Oracle CCR on a regular basis. OCM only initiates outbound communications to Oracle, and does not listen for inbound communications.

- In order to collect detailed database configuration information, Your Oracle database must be configured with certain OCM provided PL/SQL procedures. OCM provides scripts that You can run against the Oracle database. These scripts create a database account called ORACLE_OCM in the Oracle database. The account stores the PL/SQL procedures that collect the configuration information, and owns the database management system (DBMS) job that performs the collection. After the account has been set up, it is immediately locked and the password expired as login privileges are no longer required or desired.
- You can choose to enable auto-update for OCM. OCM auto-update uses authentication and encryption. Before any downloaded update is applied, the digital signature is validated, confirming the update was signed with a certificate issued to Oracle (this certificate is different from the certificate used to secure the communications link). The signing software is on a system not connected to the Oracle corporate network.
- When transmitting configuration information to Oracle, OCM uses Secure Socket Layer (SSL) and industry standard protocol (HTTPS) as well as 128bit encryption

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using public/private key exchange (otherwise known as asymmetric encryption) for all communications. OCM authenticates Oracle as the recipient by interrogating the certificate returned by Oracle (a recognized certificate authority, specified by Oracle, issues the certificate to Oracle).

- The OCM upload server(s) are deployed in a firewall protected DMZ network. There is no direct Internet connection to the application server. The OCM site resolves to an IP address registered to a virtual server on a SSL Accelerator/Reverse Proxy to encrypt the information and mask the location of the source and destination. At the termination point of the SSL encryption, reverse proxy forwards traffic to the application server. Configuration information is then pushed to the CCR database tiers on Oracle's internal network, and the files containing the configuration information are then deleted.

- Oracle utilizes a network Intrusion Detection Systems (nIDS) to provide continuous surveillance on the OCM upload site to intercept and respond to security events as they are identified.

- Oracle conducts quarterly vulnerability scans on the OCM upload server to detect known vulnerabilities.

- The configuration information collected in the CCR is secured inside Oracle's Austin Data Center and protected by Oracle network security infrastructure and security controls.

- You may request deletion of Your configuration information by logging an SR indicating the specific configuration information and scope of the deletion request.

- For Platinum Services, OCM is installed on the Oracle Advanced Support Gateway ("gateway"), described below. Communication is routed over the encrypted VPN established from the gateway to Oracle.

For further information about what information is collected by OCM and how it is used and protected, please consult the OCM license terms and other supporting documentation available on My Oracle Support.

Remote Diagnostic Agent (RDA)

Remote Diagnostics Agent (RDA) provides further information that can assist in SR diagnosis and resolution. RDA scripts are provided to You by GCS to retrieve configuration, parameters and other settings from a system as input to and context for the SR diagnosis and resolution process in GCS.

RDA information is stored with You; however, You may choose to upload RDA information as attachments through the SR logging and update process on My Oracle Support. Any RDA uploads to Oracle will be stored in the secured GCS repository.

RDA information, which includes Explorer files for Hardware and Systems, can be used for proactive technical support services, meaning the files are provided by You outside of the reactive SR diagnosis and resolution process. Proactive use of RDA and Explorer files are used to identify areas of potential risk or to identify Oracle recommended practices which You may wish to adopt. 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.

- RDA proactive collections and Explorer files are retained for up to 6 years for recurring failure analysis.
- Oracle provides You secure access to the Proactive Analysis Center via Proactive Hardware Services on My Oracle Support, where You can see Support recommendations based on proactive collections.
- Oracle retains the first and last five Explorer files that are uploaded for proactive support.
- Customer may request to have their proactive files purged by submitting a Service Request to Support via the Contact Us option on My Oracle Support.

Database Diagnostic Data

Oracle database (Release 11g or higher) diagnostic incident and package information are auto-generated by the database as the system encounters errors during its operation. Diagnostics data is designed to provide error, trace, configuration, and other information relevant to an issue from across the database. This information can help You identify, diagnose and resolve Your issues without involvement from GCS.

- Diagnostics data are stored with You; however, You may choose to upload diagnostics data as attachments through the SR logging and update process on My Oracle Support. You may transfer any diagnostics data to Oracle using OCM. Any diagnostics data uploads to Oracle will be secured in the dedicated GCS repository as specified above.

Tools for Hardware

Auto Service Request – for Systems

Auto Service Request (ASR) for systems helps automate the hardware technical support process by using fault event telemetry to detect faults on Your supported Oracle hardware, and forwards the data to Oracle for analysis and service request generation. The ASR information captured from Your system and then transported to and stored within Oracle is limited to product failure information for diagnosis and resolution and to customer information for confirming eligibility to receive technical support. This includes fault event data, registration data, and ASR asset activation data (such as host names and serial numbers and service request data).

- Upon initialization of the ASR manager on Your system, You register the system and perform a private/public encryption key exchange. 1024-bit RSA keys are used for signing all future messages (both request and response) of the specific ASR manager in order to provide authentication of messages with the core ASR infrastructure at Oracle.

- While activating Your ASR hardware assets, the ASR manager discovers any Service Tags running on those assets to retrieve their serial numbers and production information. The ASR manager receives telemetry messages from the ASR assets and performs operations to validate and suppress an alarm if necessary. If the message should be sent to the core ASR infrastructure at Oracle for processing, the message is encoded in an XML data structure and sent via HTTPS (port 443), using RSA with RC4 (128 bit) SSL encryption.
- The core ASR infrastructure at Oracle utilizes user account credentials for validation of users and digitally-signed and encrypted traffic for validation of customer systems. All data stored by the ASR system is segregated by organization in a multi-tenancy security model, and this security is enforced through multiple layers of API-based access and authorization controls. There is no direct, outside access to the data stored in the core ASR infrastructure.

For Oracle Platinum Services customers and Oracle Business Critical Service for Systems customers, ASR is installed by Oracle on the Oracle Advanced Support Gateway ("gateway"), as further described in the Advanced Support Gateway Services section below. ASR alerts are written back to Oracle via the gateway connection. Under Platinum services, auto-generated SRs can be created for certain OEM fault events, further described http://www.oracle.com/us/support/library/platinum-fault-monitoring-1958297.pdf.

Auto Service Request – for Storage (Service Delivery Platform)

The ASR Service Delivery Platform (SDP) is an Oracle configured and managed server installed on Your site that connects to and monitors Your supported Oracle storage devices. The SDP uses the core ASR infrastructure at Oracle, so the ASR infrastructure, network, and security practices described above for ASR for Systems are the same for SDP. Oracle also employs the following additional security measures for SDP:

- All SDP traffic between You and Oracle is initiated either from an Oracle-supplied Virtual Private Network (VPN) router or a customer VPN-capable device to Oracle's VPN termination routers.
- Oracle service engineers accessing Your storage devices via VPN are authenticated and assigned various roles that are part of the assigned SDP group privileges. An engineer's credentials are encrypted using a secret key. SDP uses the HTTP protocol for authentication purposes; however, since HTTP does not encrypt the user's password, the user's session is encrypted using a 2048 bit RSA certificate.
- The production data stored on Your storage devices is not visible to Oracle service engineers.
- The installation of the SDP server involves Your formal review and approval, as it may require You to make network changes prior to deployment. The encryption type and hash algorithm of the VPN tunnel is reviewed and agreed to during this formal review.

- The SDP security mechanisms follow the CERT/Coordination Center guidelines for remote administration tools.

VI. ADVANCED SUPPORT GATEWAY SERVICES

In addition to the methods and tools described above under "Security of Technologies Used to Perform Technical Support", GCS also uses methods and tools designed specifically for all services delivered using the Advanced Support Gateway, including Platinum Services and Business Critical Service for Systems. The security infrastructure associated with those methods and tools is described below. Information about Platinum Services is available at http://www.oracle.com/us/support/library/platinum-services-policies1652886.pdf. Information about Business Critical Service for Systems is available at http://www.oracle.com/us/corporate/contracts/bus-critical-service-for-systems-1927926.pdf.

Oracle Advanced Support Gateway

The gateway is the computing platform, consisting of the Oracle Advanced Support Gateway available on My Oracle Support and a physical or virtual hardware platform, which hosts Oracle's fault monitoring tools (e.g., Auto Service Request, Oracle Configuration Manager and Oracle Enterprise Manager). The gateway collects and forwards fault event telemetry to Oracle and enables remote access to Your environment by Oracle.

- The gateway is installed within Your DMZ or within a trusted network at Your location. You are required to make the applicable changes to Your trusted network and firewall to enable communication to and from the gateway.
- The gateway connects to Oracle using Oracle's secure private and encrypted network connection, Oracle Continuous Connection ("OCCN"), as described below. Every message is signed and encrypted using 2048-bit RSA keys.

Oracle Continuous Connection Network

OCCN is a secure private and encrypted Oracle network that is used to transport fault event telemetry from the gateway to Oracle and facilitates remote access to Your environment.

- OCCN is dedicated private network and separate from the Oracle intranet.
- OCCN connects the GCS workstation to the Oracle Advanced Support Platform, as described below, and the Oracle Advanced Support Platform over the internet with the gateway.
- Access to OCCN is managed through two-factor authentication and is only available to authorized GCS personnel.
- Oracle offers two options for the connection between the Oracle Advanced Support Platform and the gateway. Both use the internet for connection. You may choose either option.

- o Network to Network VPN based on Internet Protocol Security (IPSec) is established between You and Oracle. This connection is secured and encrypted using IPSec security framework. You have the option to terminate the connection either on an Oracle supplied VPN or on Your VPN.
- o Software SSL VPN using AES256-SH1 encryption algorithm to build and secure the logical tunnel.

Oracle Advanced Support Platform

The Oracle Advanced Support Platform enables You to view near real-time status and availability, as well as service request status for Your configurations serviced through the gateway. GCS uses the Oracle Advanced Support Platform to remotely monitor Your configurations serviced through the gateway.

- • The Oracle Advanced Support Platform is hosted in an isolated Oracle network.
- • The Oracle Advanced Support Platform is centrally managed, and uses a granular authorization scheme which allows access for select GCS personnel only.
- • Oracle Advanced Support Platform is integrated in My Oracle Support and employs the security features described above in "Web-Based Customer Support Sites." During the initial setup, Oracle will enable Your account access to the Oracle Advanced Support Platform. An Oracle services coordinator will be designated to manage Your accounts on Your behalf.
- • The Oracle Advanced Support Platform controls access to the gateway within Your environment by checking authorization, creating log entries and storing required passwords.

Oracle Analyst Access and Logging

For all Advanced Support Gateway Services, Oracle remote access to Your system is managed through OCCN and the gateway. Authorized GCS personnel must first access OCCN before they access the gateway. The Enterprise Management agent is installed on the customer host to enable real time monitoring. The agent is installed on a separate user ID and must have privileges to monitor Oracle programs.

Oracle's access to the OCCN gateway and to Your environment is logged with user name, timestamp and host name. The logs are stored in an encrypted database and retained for 1 year.

VII. DATA MANAGEMENT AND PROTECTION

GCS practices conform to Oracle's Corporate Security Practices referenced above and information protection policies, which classify Your data as among the highest two classes of confidential information at Oracle. These policies also impose restrictions on the storage and distribution of Your data.

Data Management

GCS does not create or update Your data. In the event that You provide Oracle access to Your personal information in connection with the provision of the technical support services, GCS will adhere to the following:

- Oracle's Services Privacy Policy, available at: https://www.oracle.com/legal/privacy/services-privacypolicy.html; and
- the applicable version of the Oracle Data Processing Agreement for Oracle Services, available at http://www.oracle.com/dataprocessingagreement.

You maintain control over and responsibility for Your data, including any personal information, residing in Your computing environments. You are responsible for all aspects of Your collection of Your data, including determining and controlling the scope and purpose of collection. Oracle does not and will not collect data from Your data subjects or communicate with data subjects about their data.

Please note that GCS 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 these 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.

Notwithstanding the restriction above, if You would like to submit personal information subject to Applicable

European Data Protection Law (as such term is defined by the Data Processing Agreement for Oracle Services) or protected health information (PHI) subject to the United States Health Insurance Portability and Accountability Act (HIPAA) to Oracle as part of receiving technical support services, then You must:

- For PHI, execute a HIPAA business associate agreement with Oracle that specifically references and covers Your technical support services;
- Submit personal information subject to Applicable European Data Protection Law or PHI only in service request attachments on the My Oracle Support customer portal;
- Not include personal information subject to Applicable European Data Protection Law or PHI in the body of service requests (other than contact information required for Oracle to respond to the service request); and
- When prompted in My Oracle Support, indicate that the service request attachment may contain personal information subject to Applicable European Data Protection Law (also which may be designated as EEA Personal Data in My Oracle Support) or PHI.

VIII. MEDIA RETURNS

You are responsible for removing all information and data that You have stored on hard disk drives and solid state drives ("drives") before You return the drives for repair/replacement.

All returned drives are processed through an Oracle logistics repair vendor located in Your region. The vendor is required to run a software-enabled data erasure process that is designed to meet National Institute of Standards and Technology NIST SP800-88 on all drives that are operational. This erasure takes place before Oracle proceeds with any additional processing or handling of the device. In the event that a returned drive is non-operable, it will be either be returned to the Original Equipment Manufacturer (OEM) for erasure and processing or will be batch logged via serial number, degaussed and rendered inert, and subsequently shipped to an electronic disposal vendor that destroys the drive.

In no event may You leave a tape in a tape drive that is being returned. If a tape is stuck inside a drive that You are unable to remove, consult Your global field representative to assist with its removal.

IX. ORACLE ENTERPRISE TAPE ANALYSIS AND DATA RECOVERY

Oracle Enterprise Tape Analysis and Data Recovery is available to customers with an active support contract for Oracle Premier Support for Systems. When You have an enterprise tape experiencing issues that require data recovery or analysis, Oracle's tape data recovery lab implements the following security measures:

- You are responsible for sending the tape to the Oracle data recovery lab in a safe and secure manner that does not jeopardize the confidentiality of the data or the integrity of the data on the tape itself. If a tape is stuck inside a drive that You are unable to remove, consult Your global field representative to assist with its removal. Once removed, You may send the tape to Oracle.
- When Oracle receives the tape, it is placed in a locked "In Process" cabinet until it is ready for processing. Upon confirmation that You have provided the information required to start the data recovery process, a data recovery engineer write-protects the tape, creates and applies a label identifying customer name, VOLSER (Barcoded tape ID) and case number, and inputs the information into the tape log-in system, which is a custom designed RFID tape locker system controlled by software. The tape is stored throughout the analysis/data recovery process in a locked cabinet within the data recovery lab. Media is stored in a separate drawer by customer.
- Access to the lab is limited to a limited number of Oracle employees in the Oracle Tape Technology Service Center and Tape Product Sustaining Engineering organizations. The badges of such employees are individually provisioned for access, access is logged, and access privileges are reviewed regularly. All data recovery lab tools and firmware are processed within the data recovery lab itself.

If it is necessary for Tape Product Engineering to perform additional analysis, the tape product engineer will perform the work in the data recovery lab.

- Upon completion of the analysis/recovery, Oracle will encrypt the data using Oracle Key Manager Appliance. The original tape and recovery tape are shipped by standard overnight courier, and in the case of international shipments, must follow the standard Oracle US export compliance procedures before leaving Oracle. Once the package is shipped, the tracking number as well as any other pertinent tracking information is placed into the SR notes. You may also arrange to pick up the tape directly from the lab; You are solely responsible for the confidentiality and integrity of the data upon taking possession.

Appendix B
Mythics – Oracle On Premise Software, Support and Hardware Terms (MLSA HWSW v0319)

Contents:

Appendix B
Mythics – Oracle On Premise Software, Support and Hardware Terms (MLSA HWSW v0319)

A. Agreement/Definitions

This Agreement is between you and Mythics, Inc. ("Mythics"), an authorized Oracle Value Added Reseller. "You" and "your" refers to the individual or legal entity that has executed this agreement ("agreement") and ordered Programs and/or Services from Mythics. The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the Programs with which the ancillary Programs are delivered. The term "Program documentation" refers to the Program user manual and program installation manuals. The term "Programs" refers to the software owned or distributed by Oracle America, Inc. ("Oracle") which you have ordered, Program documentation, and any Program updates acquired through technical support. For all program licenses, the "commencement date" is the date of shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required. The period of performance for all services for the Programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required. The term "Services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.   The term "end user license agreement" refers to this agreement granting you the right to use the Programs and/or Services. The term "Hardware" is defined as the Hardware equipment, including components, options and spare parts. The term **"**Operating System**"** refers to the software that manages Hardware for Programs and other software. The term "Integrated Software" is defined as software embedded in the Hardware which is essential to Hardware functionality (e.g., firmware). The term "Integrated Software Options" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that you must separately order and agree to pay additional fees. The term "Products" refers to Programs, Hardware, Integrated Software and Operating System. Oracle is a third party beneficiary of this agreement.

B. Applicability of Agreement

This agreement is valid for the order to which this agreement accompanies or to which it is specifically incorporated into by reference.

C. Rights Granted

Upon Mythics' acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the Programs, Hardware, Operating System, the Integrated Software, and the Integrated Software Options and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation.   You may allow your agents and contractors (including, without limitation, outsourcers) to use the Programs on your behalf for the purposes set forth in this agreement, subject to the terms of this agreement, and you are

responsible for their compliance with this agreement in such use. For Programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this agreement. Oracle may deliver source code as part of its standard shipment for particular Programs, Operating System, Integrated Software, or Integrated Software Options; all Oracle source code is subject to the terms of the agreement. Your use of the Programs, Hardware, Operating System, the Integrated Software, and the Integrated Software Options is limited to use by the legal entity that executes this Agreement. If accepted, Mythics will notify you and this notice will include a copy of your agreement. Program documentation is delivered with the Programs, or you may access the documentation online at http://oracle.com/contracts. Services are provided based on Oracle's policies for the applicable Services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support Services, which are as specified in section H of this agreement). Upon payment for Services, you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle or Mythics and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the ordering document.

The Services provided under this agreement may be related to your license to use Programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such Programs. Any Services acquired from Oracle or Mythics are bid separately from such program licenses, and you may acquire either Services or such Program licenses without acquiring the other.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership in the intellectual property rights to the Programs, Hardware, the Operating System, Integrated Software, and Integrated Software Options. Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from Services provided by Oracle. Title to

the Programs, Operating System, Integrated Software and/or Integrated Software Options is retained by Oracle and shall not pass to you or any third party. You are prohibited from duplicating the Programs, Operating System, Integrated Software and/or Integrated Software Options except that you may make a sufficient number of copies of each Program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle Programs and/or Hardware is specified in the Program documentation, readme files, notice files, installation details and/or Hardware documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the Program documentation, readme files, notice files, installation details and/or Hardware documentation and not under the terms of this agreement.

You may not:

- remove or modify any Program or Hardware, Operating System, Integrated Software and/or Integrated Software Options markings or any notice of Oracle's or its licensors' proprietary rights;

- make the Programs, Operating System, Integrated Software, Integrated Software Options and/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) and you may not provide any timesharing, hosting, outsourcing, subscription service, leasing, or rental use of the Programs;

- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs, Operating System, Integrated Software and/or Integrated Software Options (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);

- publish results of any benchmark tests run on the Programs and/or Hardware;

E. Warranties, Disclaimers and Exclusive Remedies

1. Program Warranty

Mythics warrants that a Program licensed to you will operate in all material respects as described in the applicable Program documentation for one year from delivery (i.e., via physical shipment or electronic download). You must notify Mythics and Oracle of any Program warranty deficiency within one year from delivery. Mythics and Oracle also warrant that Services ordered will be provided in a professional manner consistent with industry standards. You must notify Mythics and Oracle of any Services warranty deficiencies within 90 days from performance of the deficient Services.

MYTHICS AND ORACLE DO NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT MYTHICS OR ORACLE WILL CORRECT ALL PROGRAM ERRORS.

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

MANNER AND YOU END THOSE SERVICES, YOU MAY RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE.

THE LEARNING CREDITS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPPRESSED OR IMPLIED.

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

2. Hardware Warranty

Mythics 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 and the Integrated Software media ("media", and (i), (ii) and (iii) collectively, "Hardware Items").   Mythics 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 shipped to You. Mythics 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 shipped to You**. MYTHICS AND ORACLE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE.** You may access a more detailed description of the limited Oracle Hardware Warranty at http://www.oracle.com/support/policies.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.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND MYTHICS' ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID F OR THE DEFECTIVE PRODUCT AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. 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.

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

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

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

1.   modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);

2.   maltreated or used in a manner other than in accordance with the relevant documentation;

3.   repaired by any third party in a manner which fails to meet Oracle's quality standards;

4.   improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;

5.   used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;

6.   relocated, to the extent that problems are attributable to such relocation;

7.   used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;

8.   used by parties appearing on the then-current U.S. export exclusion list;

9.   relocated to countries subject to U.S. trade embargo or restrictions;

10. used remotely to facilitate any activities for parties or in the countries appearing on the then-current

U.S. export exclusion list or subject to U.S. trade embargo or restrictions; or

11. purchased from any entity other than Oracle, Mythics, or an Oracle authorized reseller.

The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oacle 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.

The above warranty is the Oracle Hardware Warranty in effect as of the date of this Agreement. For future Hardware purchases under this Agreement, the Oracle Hardware Warranty shall be the warranty in effect at the time of purchase.

F. Trial Programs

You may order additional and/or trial Programs, or Mythics or Oracle may include additional Programs or Programs on the Hardware (e.g., Exadata Storage Server software) with your order and 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 only for trial, non-production purposes for up to 30 days from the date of delivery provided that you may not use the additional and/or trial Programs to provide or attend third party training on the content and/or functionality of the Programs.

You have 30 days from the delivery date to evaluate these Programs, subject to the terms of this agreement. If you decide to use any of these Programs after the 30 day trial period, you must obtain a license for such Programs from Mythics or Oracle. If you decide not to obtain a license for any additional and/or trial Program after the 30 day trial period, you will cease using and will delete any such Programs from your computer systems. Additional and/or trial Programs included with an order are provided "as is" and Oracle and Mythics do not provide technical support or offer any warranties for these Programs.

G. Indemnification

Notwithstanding anything to the contrary in this agreement, if a third party makes a claim against either you, Mythics and/or Oracle ("Recipient" which may refer to you, Mythics and/or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you, Mythics and/or Oracle ("Provider" which may refer to you, Mythics and/or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim, (or sooner if required by applicable law);

- gives the Provider sole control of the defense and any settlement negotiations; and

- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

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If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid for the license. Notwithstanding the previous sentence and with respect to Hardware only, if the Provider believes or it is determined that the Hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the Hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable Hardware (or portion thereof) and refund the net book value and, if Oracle or Mythics is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid for the Hardware, if any. If you are the Provider and such return materially affects Mythics or Oracle's ability to meet its obligations under the relevant order, then Mythics and/or Oracle may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Mythics or Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or Services not provided by Mythics or Oracle. Mythics or Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle Program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Mythics or Oracle will not indemnify you for any claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

The term "Material", as used within this Section, shall include the Hardware and Programs. 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 are/were a subscriber to the applicable Oracle technical support Services (i) the phrase "Material"

under this section of the agreement shall include the Operating System and the Integrated Software and (ii) the phrase "program(s)" in this section of the agreement is replaced by the phrase "program(s) or the Operating System, Integrated Software, or Integrated Software Options (as applicable)" (i.e., Mythics or Oracle will not indemnify you for your use of the Operating System, Integrated Software, and/or Integrated Software Options when you are/were not a subscriber to the applicable Oracle technical support Services).

Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Mythics or Oracle will not indemnify you for materials that are not part of the Oracle Linux covered files as defined at http:// www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

H. Technical Support

For purposes of the ordering document, technical support consists of annual technical support Services you may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the Services are provided. You acknowledge that the technical support policies are incorporated in this agreement and are subject to change at Oracle's

discretion; however, Oracle policy changes will not result in a material reduction in the level of Services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable Services. You may access the current version of the technical support policies at http://oracle.com/contracts. Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually.

If you decide to purchase technical support for any 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 at the time that you purchase the licenses and/or Hardware, you may not update any unsupported program licenses with new versions of the program and you will be required to pay reinstatement fees in accordance with Oracle's current technical support policies if you decide to purchase support at a later date.

Oracle Hardware and Systems Support acquired with your order may be renewed annually. 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, incorporated in this agreement, are subject to change at Oracle's

discretion; however, Oracle will not materially reduce 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 an order for technical support. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html.

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.

I. End of Agreement

If either of us breaches a material term of this 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 this agreement. If Mythics ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for Hardware and Programs ordered and/or Services received under this agreement plus related taxes and expenses. If Mythics or Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining

unpaid for Services related to such license plus related taxes and expenses. 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 this agreement, you may not use the Hardware, Programs and/or Services ordered. You further agree that 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 Hardware, Programs and/or Services that are subject to such contract. Provisions that survive

termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others that by their nature are intended to survive. Upon the termination of this agreement you shall discontinue use and destroy or return to Mythics all copies of Programs and documentation.

In reliance on your order Mythics will place a non-cancellable order with Oracle; therefore all orders from you are non-cancellable.

J. Fees and Taxes

Program fees are invoiced as of the commencement date for the Programs. All fees payable to Mythics are due within 30 days from the invoice date unless otherwise stated on your ordering document accepted by Mythics. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Mythics must pay based on the Programs and/or Services you ordered, except for taxes based on Mythics' income. Also, you will reimburse Mythics for pre-approved reasonable expenses related to providing the Services. Fees for

Services listed in an ordering document are exclusive of taxes and expenses. You agree that you have not relied on the future availability of any Hardware, Programs or updates in entering into this agreement and the payment obligations in your ordering document; however, (a) if you order technical support for Programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies and (b) the preceding sentence does not change the rights granted to you for any Program licensed under this agreement.

You agree to pay finance charges of 18% annually (1.5% monthly), or the highest rate permitted by applicable law, whichever is lower, on any amount, which becomes past due after the payment due date. In the event that any legal action is taken in order to collect any outstanding amount due, you agree, subject to applicable law, to pay for any reasonable costs of collection, including reasonable attorney fees. Failure to make payments in the manner set forth above shall constitute a default, which shall constitute grounds for an immediate injunction prohibiting the continued use of the Programs and/or Services. You agree that Mythics has the right to cancel your support due to non-payment.

K. Nondisclosure

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

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. 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 federal or state governmental entity as required by law.

L. Entire Agreement

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 or referenced policy), together with the applicable ordering document, are the complete agreement for the Programs, Hardware, Operating System, Integrated Software,

Integrated Software Options and/or Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Programs, Hardware, Operating System, Integrated Software, Integrated Software Options and/or Services . If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any Mythics ordering document shall supersede the terms in any purchase order or other non-Mythics document and no terms included in any such purchase order or other non-Mythics document shall apply to the Programs, Hardware, Operating System, Integrated Software, Integrated Software Options and/or Services ordered. This agreement and ordering documents 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 Mythics. Any notice required under this agreement shall be provided to the other party in writing.

M. Limitation of Liability

SUBJECT TO THE INDEMNIFICATION PROVISIONS HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING FROM USE OF THE PROGRAMS. SUBJECT TO THE INDEMNIFICATION PROVISIONS HEREIN, MYTHICS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID MYTHICS UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID MYTHICS FOR THE DEFICIENT PROGRAM, HARDWARE OR SERVICES GIVING RISE TO THE LIABILITY.

N. Export

Export laws and regulations of the United States and any other relevant local export and import laws and regulations apply to the Programs and Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)). You agree that such export and import laws govern your use of the Programs (including technical data), Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)) and any Services deliverables provided under this agreement, and you agree to comply with all such export and import laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)) and/or materials resulting from Services (or direct product thereof) will be exported, directly or

indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re- export of the Programs and Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)): 'These commodities, technology, software, or Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.

O. Other

1.   This agreement is governed by the substantive and procedural laws of Virginia, and you and Mythics agree to submit to the exclusive jurisdiction of, and venue in, the federal courts in the Eastern District of Virginia, or the state courts in Virginia Beach, VA in any dispute arising out of or relating to this agreement.

2.   If you have a dispute with Mythics or if you wish to provide a notice under the Indemnification section of this agreement, you will promptly send written notice to: Mythics, Inc., 4525 Main Street. Suite 1500, Virginia Beach, VA 23462, Attention: General Counsel, Legal Department.

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

4.   Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.

5.   Upon 45 days written notice, Mythics (or Oracle, who may be assigned Mythics' audit rights or be provided with the audit results) may audit your use of the Programs, Operating System, Integrated Software and Integrated Software Options. You agree to cooperate with

Mythics' or Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to 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. If you do not pay, Mythics or Oracle can end your (a) technical support, licenses and/or this agreement (b) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (c) licenses of the Operating System, Integrated Software and Integrated Software Options ordered under this amendment and related agreements. You agree that Mythics and Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

6.   The Uniform Computer Information Transactions Act does not apply to this agreement or orders placed under it.

7.   Oracle shall not be required to perform any obligations or incur any liability not expressly set forth herein. Oracle is not liable for nor bound by the acts of any third party firm, including Mythics, that is retained by you to provide computer consulting Services. Such firms are independent of Oracle and not Oracle's agents.

8.   Oracle Programs, including the Operating System, Integrated Software, any Programs installed on the Hardware and/or documentation, delivered to U.S. Government end users are "commercial computer software" as defined in the Federal Acquisition Regulation ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the Programs, including the Operating System, Integrated Software, any Programs installed on the Hardware, and/or documentation, shall be subject to the license and license restrictions set forth in this agreement.

9.   By executing and/or referencing this agreement Oracle disclaims, to the extent permitted by applicable law, liability for (a) any damages, whether direct, indirect, incidental, special, punitive, or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Programs and/or Hardware.

P. 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; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export 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 90 days, either of us may cancel unperformed Services 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 Programs delivered, Services provided or Hardware ordered.

Q. License Definitions and Rules

This Agreement incorporates by reference the most recent Oracle License Definitions and Rules which may be viewed at http://www.oracle.com/contracts. To fully understand Your license, You need to review the definitions for the licensing metric and term designation as well as the licensing rules. Oracle's license rules and definitions are subject to change for future purchases referencing this agreement

<div align="center">

Mythics License and Services Agreement
Hardware Terms Exhibit
</div>

A. Terms Specific to Hardware and Hardware Support Services

1. Hardware Composition

a. 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 agree to pay additional fees. 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.

b. 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 agreement 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 agreement, 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 agreement. 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 agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

c. The Operating System, Integrated Software and/or Integrated Software Options 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

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Mythics – Oracle On Premise Software,
Support and Hardware Terms (MLSA HWSW v0319)

terms are not restricted in any way by the agreement including this amendment. 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 the 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.

d.   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

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

2. Use Restriction

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

3. Hardware Related Service Offerings

In addition to technical support, You may order a limited number of Hardware-related Service Offerings under this agreement as listed in the Hardware-Related Service Offerings document, which is at http://oracle.com/contracts.   You agree to provide Oracle with all

information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings 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. Service Offerings provided may be related to Your license to use products owned or distributed by Oracle or Mythics which You acquire under a separate order.   The agreement referenced in that order shall govern Your use of such products. Upon payment for Hardware-related Service Offerings, 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 Agreement. However, certain deliverables may be subject to additional license terms provided in the ordering document.

4. Delivery, Installation and Acceptance of Hardware

a. You are responsible for installation of the Hardware, unless you purchase installation Services from Mythics or Oracle with respect to such Hardware.

b. Mythics or 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.

c. Acceptance of the Hardware occurs on delivery.

d. Mythics or Oracle may make and invoice you for partial deliveries.

e. Mythics or Oracle may make product substitutions and modifications that do not cause a material adverse effect in overall Hardware performance.

f. Mythics or 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.

5. Transfer of Title

Title to the Hardware will transfer upon delivery.

B. General Terms

1. Commencement Date

For the Hardware, Operating System and Integrated Software, the commencement date shall be the date the Hardware is delivered. The period of performance for all related Services is effective upon delivery of Hardware or upon the effective date of the order if shipment of Hardware is not required. For Integrated Software Options, the Commencement Date refers to the date that Mythics accepts and submits to Oracle Your order for an Integrated Software Option.

2. Territory

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

b. The Program licenses shall be for use as designated on each order.

3. Pricing, Invoicing, and Payment Obligation

a. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

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.

b. 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 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 agreement.

c. You understand that you may receive multiple invoices for the products and/or Services you ordered.

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

e. Unless otherwise agreed, Hardware-related Service Offering fees are invoiced in advance of the Hardware- related Service Offering performance; specifically, technical support fees are invoiced annually in advance.

The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

f. In addition to the prices listed on the order, you will be invoiced 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.

4. Segmentation

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

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Mythics – Oracle On Premise Software,
Support and Hardware Terms (MLSA HWSW v0319)

Oracle Hardware and Systems Support Policies: 05-February-2021

1. OVERVIEW

Unless otherwise stated, these Hardware and Systems Support Policies apply to technical support for all Oracle server, storage, networking, and 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. All patches, bug fixes, and other code received from Oracle as part of the support services shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the operating system software program(s). Technical support associated with Oracle Linux and Oracle VM may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Oracle Linux and/or Oracle VM program documentation. The program documentation also includes a list of additional programs that are supported under each level of Oracle Technical Support for Systems. The program documentation is available at www.oracle.com/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.

For Oracle to provide technical support for hardware relocated outside the original country of delivery, notice of hardware relocation is required (unless the original country of delivery is in the European Union and the hardware is relocated within the European Union). To provide notice of hardware relocation, you must submit a completed Hardware Relocation Form which can be found here. If the original country of delivery is in the European Union, and the hardware is relocated within the European Union, notice is not required; however, at your option, you may submit a completed Hardware Relocation Form to facilitate the provision of technical support. Relocated hardware will be entitled to the technical support available in the country to which the hardware is relocated.

If your contract provides for any onsite technical support services, you must provide a safe and healthful workspace for all Oracle resources performing technical support services at your site (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing technical support services in the workspace, and ergonomically correct work stations, etc.).

Additionally, due to the uncertainties of the evolving Covid-19 situation, all Oracle resources performing onsite technical support services must be permitted and able to perform such services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the location of service delivery and/or the location of the personnel). If the provision of any onsite services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, you agree to cooperate with Oracle in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like, including possibly putting in place an infrastructure (e.g., VPN) to enable remote delivery of services. For the avoidance of doubt, this provision is without prejudice to the parties' rights and obligations under the force majeure clause of the applicable agreement.

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 https://www.oracle.com/legal/privacy/services-privacy-policy.html 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, Oracle Communications EAGLE Premier Support, or Oracle Communications Network 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 at the same technical support service level (e.g., Oracle Premier Support for Oracle Retail and Hospitality Hardware or Oracle Advanced Parts Exchange for Retail and Hospitality Hardware) 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.

If you add Extended Support for Operating Systems, you still must maintain either Premier Support for Systems or Premier Support for Operating Systems for your entire hardware system; subject to availability, you must acquire Extended Support for Operating Systems for your entire hardware system running any such version release.

Reinstatement of Oracle Technical Support

If Oracle Premier Support for Systems, Oracle Premier Support for Oracle Retail and Hospitality Hardware, Oracle Advanced Parts Exchange for Retail and Hospitality Hardware, or Oracle Communications Network Premier Support 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; or (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: 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 primary and four 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 primary and four 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.

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 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.

Similarly, in the event that a component of, or support for, an embedded third-party hardware or software product is retired by the manufacturer or vendor of such product, or in Oracle's good faith determination, it is no longer practicable for Oracle to provide support for such component or product, then Oracle may cease providing support for that hardware or software product.

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 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, Oracle Premier Support for Oracle Retail and Hospitality Hardware, Oracle Advanced Parts Exchange for Oracle Retail and Hospitality, and Oracle Communications Network Premier Support
- 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, Oracle Advanced Parts Exchange for Oracle Retail and Hospitality, Oracle Communications Network Premier Support, 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, Oracle Premier Support for Oracle Retail and Hospitality Hardware, Oracle Advanced Parts Exchange for Oracle Retail and Hospitality, and Oracle Communications Network Premier Support 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:

Oracle Linux releases 3 and 4: Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems will be available for eight years from the date a release of the operating system becomes generally available.

Oracle Linux releases 5, 6, 7, and 8: 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 Oracle Linux program becomes generally available.

Exceptions - For customers with a current support contract running:

Oracle Linux 6 on Oracle Exalogic systems: The Extended Support fee has been waived for the period of April 2021 – August 2024. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.

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 software: Oracle Solaris, 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
- 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 parts designated as Field Replaceable Units in the "Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates"
- 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 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 months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at https://linux.oracle.com/backport-schedule.html
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to https://www.oracle.com/technetwork/oem/ops-center/oem-opscenter-188778.html
- Access to Platinum Services as described at www.oracle.com/us/support/library/platinumservices-policies-1652886.pdf

- Access to Oracle Enterprise Tape Analysis and Data Recovery services for the Oracle StorageTek tape media specified at www.oracle.com/us/support/library/ent-tape-analysis-dr-services1708102.pdf
- Non-technical customer service during normal business hours

Notes:

1. Service request assistance for Oracle Linux and Oracle VM also includes, but is not limited to, support topics as provided in the Scope of Coverage (PDF) document.

2. Oracle has made available at https://linux.oracle.com certain tools that are required to enable the applicable Oracle Linux security patches to be applied to your supported hardware system(s) while such supported hardware systems are 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 (a) you will not be able to download and apply security patches while your supported hardware system is operating, and (b) you will be required to reboot the supported hardware system in order to apply the security patch.

3. The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation. The program documentation also includes a list of additional supported programs that are supported under each service level of Oracle Technical Support for Systems. The program documentation is available at www.oracle.com/documentation.

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 Time Targets for Hardware Support noted below, except as otherwise noted herein. Replacement parts will be of new or like-new quality. After five years from last ship date, replacement parts may not be available and/or 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 may not degauss the hard drive disks prior to returning them to Oracle. 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 45 days of shipment to you, you will be charged a minimum of $500.00, or the then-current fee (whichever is higher) for the malfunctioning part.

Oracle Premier Support for Operating Systems

Oracle Premier Support for Operating Systems consists of services in support of (i) Oracle Solaris, 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
- 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 months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at https://linux.oracle.com/backport-schedule.html
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to https://www.oracle.com/technetwork/oem/ops-center/oem-opscenter-188778.html
- Non-technical customer service during normal business hours

Notes:
1. Service request assistance for Oracle Linux and Oracle VM also includes, but is not limited to, support topics as provided in the Scope of Coverage (PDF) document.
2. Oracle has made available at https://linux.oracle.com certain tools that are required to enable the applicable Oracle Linux security patches to be applied to your supported hardware system(s) while such supported hardware systems are 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 (a) you will not be able to download and apply security patches while your supported hardware system is operating, and (b) you will be required to reboot the supported hardware system in order to apply the security patch.
3. The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation. The program documentation also includes a list of additional programs that are supported under each service level of Oracle Technical Support for Systems. The program documentation is available at www.oracle.com/documentation.

Extended Support for Operating Systems

Extended Support for Operating Systems may be offered for certain supported Oracle Solaris, Oracle Linux, and Oracle VM 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 code line release of a program.

Unless otherwise stated in this section, supported Oracle Solaris, Oracle Linux, and Oracle VM 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, Oracle Linux, and Oracle VM under Oracle Premier Support for Systems limited to the following:

- Program updates
- Fixes, security patches, security alerts, and critical patch updates for Oracle Solaris operating system software
- Access to Oracle Linux operating system patches and fixes for critical security errata and select high-impact critical bug fixes. These updates will be limited to the packages listed on the inclusion list at https://linux.oracle.com/es/packagelist.html
- Access to Oracle VM software patches and fixes for critical security errata and select high impact critical bug fixes
- 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 system), including the ability to log service requests online
- 24 x 7 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
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to https://www.oracle.com/technetwork/oem/ops-center/oem-opscenter-188778.html
- 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
- Hardware certification
- Backport of fixes for any Oracle Linux or VM program

Notes:

1. Service request assistance for Oracle Linux and Oracle VM also includes, but is not limited to, support topics as provided in the Scope of Coverage (PDF) document.
2. Oracle has made available at https://linux.oracle.com certain tools that are required to enable the applicable Oracle Linux security patches to be applied to your supported hardware system(s) while such supported hardware systems are 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 (a) you will not be able to

download and apply security patches while your supported hardware system is operating, and (b) you will be required to reboot the supported hardware system in order to apply the security patch.

3. The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation. The program documentation also includes a list of additional programs that are supported under each service level of Oracle Technical Support for Systems. The program documentation is available at www.oracle.com/documentation.

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)

- Access to Oracle Linux operating system patches and fixes for critical security errata and select high-impact critical bug fixes 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). These updates will be limited to the packages listed on the inclusion list at http://linux.oracle.com/es/packagelist.html and may be applied while your supported systems are operating and that do not require a system reboot

- Access to Oracle VM software patches and fixes for critical security errata and select high impact critical bug fixes 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 Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to: https://www.oracle.com/technetwork/oem/ops-center/oem-opscenter-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.

Notes:

1. Service request assistance for Oracle Linux and Oracle VM also includes, but is not limited to, support topics as provided in the Scope of Coverage (PDF) document.

2. Oracle has made available at https://linux.oracle.com certain tools that are required to enable the applicable Oracle Linux security patches to be applied to your hardware system while such hardware systems are 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 (a) you will not be able to download and apply security patches while your hardware system is operating, and (b) you will be required to reboot the hardware system in order to apply the security patch.

3. The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation. The program documentation also includes a list of additional programs that are supported under each service level of Oracle Technical Support for Systems. The program documentation is available at www.oracle.com/documentation.

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"). Please note that Oracle Retail and Hospitality Hardware must follow the matching service levels policy for Oracle Retail and Hospitality Hardware described in the Matching Service Levels section above.

Oracle Premier Support for Oracle Retail and Hospitality Hardware consists of:

- Assistance with service request 24 hours per day, 7 days a week
- Onsite hardware support for Oracle Retail and Hospitality Hardware specified as Field Replaceable Units in the "Delivery Method Chart: Oracle Retail and Hospitality Hardware Replacement Parts". Availability varies by country.
- Non-technical customer service during normal business hours

Note:
- Power cords and cash drawer till inserts that are included in Hardware bundles are considered consumables and are not supported under Oracle Premier Support for Retail and Hospitality Hardware.

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 GOAL	UPDATE OR RESOLUTION
Severity 1	5 minutes	1 hour
Severity 2	2 hours	6 hours
Severity 3	8 hours	24 hours
Severity 4	24 hours	48 hours

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

- Severity 1: Major system disruption (e.g., a major disruption in business-critical system operability or functionality, server crash or total system failure)
- Severity 2: Severe system disruption (e.g., A severe disruption in business-critical functionality that does not impact the entire system such as: significant number of workstations/terminals unable to perform or post transactions, loss of ability to perform payment functions, total Loss of reporting (local or hosted), loss of all printing, failure to reset totals or complete EOD/SOD/Night Audit, reposting for a given date or range of date, an error within the portal that is preventing the customer from doing any function within the MyMicros portal, or very slow page or image loading, inaccessible tools interface)
- Severity 3: Single function failure (e.g., a minor disruption in operability or functionality that does not impact the entire system such as: timekeeping issues, isolated printing failure, isolated workstation/terminal failure, MyMicros unable to review one report within the portal password resets for Oracle Cloud Applications, or Icare loyalty program that is not functioning or has stopped working)
- Severity 4: Minor/Procedural issue or question (e.g., programming or configuration related questions, questions relating to functionality, operability, or formatting or cosmetic problems)

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 "Delivery Method Chart: Oracle Retail and Hospitality Hardware Replacement Parts". Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Time Targets for Hardware Support noted below, except as otherwise noted herein. Replacement hardware will be of new or like-new quality. Notwithstanding the foregoing, after five years from last ship date, of the Oracle Retail and Hospitality Hardware replacement hardware may not be available and /or 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 may not degauss the hard drive disks prior to returning them to Oracle. 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 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 a minimum of $500.00, or the then-current fee (whichever is higher) for the malfunctioning hardware.

Oracle Advanced Parts Exchange for Retail and Hospitality Hardware

Oracle Advanced Parts Exchange for 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"). Please note that Oracle Retail and Hospitality Hardware must follow the matching service levels policy for Oracle Retail and Hospitality Hardware described in the Matching Service Levels section above.

Oracle Advanced Parts Exchange for Retail and Hospitality Hardware consists of:

- Assistance with service request 24 hours per day, 7 days a week
- Next business day parts exchange
- Non-technical customer service during normal business hours

Note:
- Power cords and cash drawer till inserts that are included in Hardware bundles are considered consumables and are not supported under Oracle Advanced Parts Exchange for Retail and Hospitality Hardware.

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 GOAL	UPDATE OR RESOLUTION
Severity 1	5 minutes	1 hour
Severity 2	2 hours	6 hours
Severity 3	8 hours	24 hours
Severity 4	24 hours	48 hours

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

- Severity 1: Major system disruption (e.g., a major disruption in business-critical system operability or functionality, server crash or total system failure)
- Severity 2: Severe system disruption (e.g., A severe disruption in business-critical functionality that does not impact the entire system such as: significant number of workstations/terminals unable to perform or post transactions, loss of ability to

perform payment functions, total Loss of reporting (local or hosted), loss of all printing, failure to reset totals or complete EOD/SOD/Night Audit, reposting for a given date or range of date, an error within the portal that is preventing the customer from doing any function within the MyMicros portal, or very slow page or image loading, inaccessible tools interface)

- Severity 3: Single function failure (e.g., a minor disruption in operability or functionality that does not impact the entire system such as: timekeeping issues, isolated printing failure, isolated workstation/terminal failure, MyMicros unable to review one report within the portal password resets for Oracle Cloud Applications, or Icare loyalty program that is not functioning or has stopped working)

- Severity 4: Minor/Procedural issue or question (e.g., programming or configuration related questions, questions relating to functionality, operability, or formatting or cosmetic problems)

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. Oracle will use commercially reasonable efforts to send replacement hardware to you consistent with the response time target guidelines defined below within the Onsite Response Time Targets for Hardware Support section. Replacement hardware will be of new or like-new quality. Notwithstanding the foregoing, after five years from last ship date, of the Oracle Retail and Hospitality Hardware replacement hardware may not be available and /or 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 may not degauss the hard drive disks prior to returning them to Oracle. 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 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 a minimum of $500.00 or the then-current fee (whichever is higher) for the malfunctioning hardware.

Oracle Communications Network Premier Support

Oracle Communications Network Premier Support consists of services in support of hardware systems and integrated software (including integrated software options) for (i) Oracle Communications EAGLE hardware products and (ii) Oracle Acme Packet hardware products except as otherwise specified in this section. Oracle Communications EAGLE hardware products and the Oracle Acme Packet hardware products, will be referred to collectively in this section as, "Oracle Communications Network Hardware". The following Oracle Acme Packet hardware products are excluded and not eligible for Oracle Communications Network Premier Support: Oracle Acme Packet 1100, 3820, and AP3900 hardware products, Oracle Enterprise Session Border Controller integrated software, Oracle Communications Applications Session Border Controller integrated software and Oracle Enterprise Communications Broker integrated software.

Oracle Communications Network 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) for Oracle Communications EAGLE hardware
- Major product and technology releases for 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
- 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

System Maintenance

You agree to perform system maintenance on the Oracle Communications Network Hardware as prescribed by Oracle in the relevant Oracle Communications Network Hardware documentation.

Replacement Hardware Parts

If Oracle determines that the replacement of Oracle Communications Network Hardware is necessary, Oracle will send replacement Oracle Communications Network Hardware ("replacement hardware") 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 Time Targets for Hardware Support noted below, except as otherwise noted herein. Replacement hardware will be of new or like-new quality. Notwithstanding the foregoing, after five years from last ship date, of the Oracle Communications Network Hardware replacement hardware may not be available and /or the response times target guidelines for sending replacement hardware may be delayed.

Return of Malfunctioning 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 may not degauss the hard drive disks prior to returning them to Oracle. 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 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 a minimum of $500.00, or the then-current fee (whichever is higher) for the malfunctioning hardware.

For Oracle Communications Network 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[2]	RESOLUTION TIME[3]
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

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

1. Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.

2. 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.

3, Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Oracle Communications EAGLE Premier Support

Effective July 7, 2015, Oracle Communications EAGLE Premier Support is no longer available with new first year license and technical support orders. If you are currently under an active support contract for Oracle Communications EAGLE Premier Support then you may continue to renew 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)
- Major product and technology releases for 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
- 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[2]	RESOLUTION TIME[3]
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

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

1. Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
2. 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.
3. 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 Customer Data & Device Retention Service

Oracle Customer Data & Device Retention Service permits you to retain eligible items that have been removed from your hardware system, as defined by Oracle in its sole discretion. For the purposes of this service, eligible items are:

- (i) Hard disk drives (HDD)
- (ii) Solid-state drives (SSD)
- (iii) Persistent memory (PMEM) components

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

If Oracle, in its sole discretion, determines the applicable items need to be replaced, 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 Time Targets for Hardware Support noted below. Replacement parts will be of new or like-new quality. After five years from last ship date, replacement parts may not be available and/ or the response times for sending replacement parts may be delayed. If you acquire Oracle Customer Data & Device Retention Service, you will be responsible for the proper disposal/destruction of the applicable items. If you fail to return a malfunctioning part that is not DDR eligible, you will be charged the then-current fee, or a minimum of $500.00, (whichever is higher) for the malfunctioning part.

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
- Annual physical inventory
- 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 Hospitality Cruise Help Desk and Monitoring

If you acquire Oracle Hospitality Cruise Help Desk and Monitoring on your order, Oracle will provide Oracle Hospitality Cruise Help Desk and Monitoring as described here.

Advanced Customer Support

If you acquire any of the following Advanced Customer Support services on your order, Oracle will provide the services as described in the applicable service description in the ACS Service Descriptions document published on www.oracle.com/contracts:

- Oracle Business Critical Service for Systems (for Customers that contracted prior to 05-Jun2020)
- Oracle Priority Support
- Oracle Priority Support for Systems (Systems only)
- Oracle Priority Support for Hotel and Food and Beverage
- Oracle Priority Support Advantage □   Oracle Priority Support Connected
- Oracle Functional Help Desk for Oracle Retail and Hospitality Oracle Standard Systems Installations:
  - o Oracle Standard System Installation ("OSSI") - Basic Service Exhibit
  - o Oracle Standard System Installation ("OSSI") with Site Audit Services Exhibit o Oracle Standard System Installation ("OSSI") 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 Customer Replaceable Unit Installation Service

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 website for hardware and systems support. Access to My Oracle Support is governed by the Oracle Support Portal Terms of Use. The Oracle Support Portal Terms of Use are subject to change at Oracle's discretion. Access to My Oracle Support 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 Oracle Support Portal 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 DATA PROTECTION PRACTICES

To the extent you provide personal information to Oracle as part of Oracle's provision of technical support services, Oracle will comply with the following:

- Oracle's Services Privacy Policy, available at https://www.oracle.com/legal/privacy/servicesprivacy-policy.html; and

- the applicable version of the Oracle Data Processing Agreement for Oracle Services, available at https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#dataprocessing

In providing technical support services, Oracle will also adhere to the applicable administrative, physical, technical and other safeguards described in Oracle's Global Customer Support Security Practices. 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 services period of these technical support services. You are advised to review these Global Customer Support Security Practices from time to time. To view changes that have been made, please refer to the Statement of Changes (PDF).

Please note that the technical support services are not designed to accommodate special security or privacy controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any sensitive data, such as protected health information or payment card data, which requires security and privacy controls greater than or different from those specified in the Global Customer Support Security Practices. Information on how you can remove sensitive data from your submission is available in My Oracle Support, Doc ID 1227943.1.

Notwithstanding the restriction above, if you would like to submit personal information subject to Applicable European Data Protection Law (as such term is defined in the Oracle Data Processing Agreement for Oracle Services) or protected health information ("PHI") subject to the United States Health Insurance Portability and Accountability Act ("HIPAA") to Oracle as part of receiving technical support services, you must:

- For PHI, execute a HIPAA business associate agreement (as applicable) with Oracle that specifically references and covers your technical support services;
- Submit personal information subject to Applicable European Data Protection Law or PHI only in service request attachments on the My Oracle Support customer portal;
- Not include any personal information subject to Applicable European Data Protection Law or PHI in the body of service requests (other than contact information required for Oracle to respond to the service request);
  When prompted in My Oracle Support, indicate that the service request attachment may contain personal information subject to Applicable European Data Protection Law (also may be designated as EEA Personal Data" in My Oracle Support) or PHI.

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, reasonable efforts will be made to respond to Severity 1 service requests within one hour. For response efforts associated with Oracle Communications EAGLE Premier Support, please see the Oracle Communications EAGLE Premier Support section above. For response efforts associated with Oracle Communications Network Premier Support, please see the Oracle Communications Network Premier Support section above.

Except as otherwise specified, Oracle provides 24 hour support for Severity 1 service requests for supported hardware systems (OSS will work 24x7 until the issue is resolved) when you remain actively engaged with OSS working toward resolution of your Severity 1 service request. 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 targets for (i) hardware eligible for Oracle Communications EAGLE Premier Support or Oracle Communications Network Premier Support and (ii) Tekelec BNS and PIC hardware, regardless of severity level, are limited to Advanced Parts Exchange with shipment of the replacement part within 48 hours of Oracle's acknowledgement that replacement of a hardware part is necessary. The response time targets for Oracle Talari hardware products and the Oracle Acme Packet hardware products excluded and not eligible for Oracle Communications Network Support, regardless of severity level, is limited to Advanced Parts Exchange with next business day shipment to your location. Please review the Oracle Communications Network Premier Support section above for excluded Oracle Acme Packet hardware products. The response time targets for Oracle Premier Support for Oracle Retail and Hospitality Hardware and Oracle Advanced Parts Exchange for Retail and Hospitality Hardware (i) on a ship or other water vessel, regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within 48 hours of Oracle's receipt of the malfunctioning hardware, and (ii) on an island country, regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within 48 hours of Oracle's acknowledgement that replacement of a hardware part is necessary. Except as provided in the preceding sentence, the response time targets for Oracle Advanced Parts Exchange for Retail and Hospitality, regardless of severity level, are limited to Advanced Parts Exchange with next business day delivery to your location.

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.

ORACLE

Oracle License Definitions and Rules Booklet

▬

Effective Date: December 11, 2020
Oracle Confidential

License_Definitions and Rules_v121120

DEFINITIONS AND LICENSE METRICS

Account: is defined as a financial institution's customer account that is opened, maintained and stored in the Program. An account includes but is not limited to current accounts, savings accounts, nostro/ vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be accounts for the purposes of licensing requirements. The value of these Program licenses is determined by the amount of Accounts. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Accounts as of the effective date of Your order. If at any time the amount of Accounts exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Accounts is equal to or less than the number of licensed quantity.   You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Accounts. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Accounts as of such date.

For the purposes of the Oracle FLEXCUBE Online Trading Account Program, Account is defined as the securities trading account of a financial institution's customer.

$M Annual Transaction Volume: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by You and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

10K API Calls: is defined as ten thousand Application Program Interface (API) Calls or notifications recorded by the licensed application Program during a 12 month period.

1M API Calls: is defined as a maximum of one million Application Programming Interface (API) calls or notifications recorded by the licensed application Program during a 12 month period.

Application Module: is defined as a Program used by You on a single or multiple computers.

$M in Application Annual Revenue: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) excluding taxes processed through the licensed Program. For Oracle Self-Service EBilling products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application Developed: is defined as a software Program developed by You that operates on smart-phones and/or other end user devices and that (i) provides end users

with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

Application User: is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If You license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Users licensed and You are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing, PeopleSoft Supplier Contract Management and JD Edwards Supplier Self Service Programs, use by Your external suppliers is included with Your application user licenses. For the purposes of the Oracle Financial Services Operational Risk Solution Program, employees who are just contributing information to the Program via the applicable user interface shall not be counted as application users.**Application Read-Only User**: is defined as an individual authorized by You to run only queries or reports against the application Program for which You have also acquired non read-only licenses, regardless of whether the individual is actively using the Programs at any given time.

$B in Assets Under Management: is defined as one billion U.S. Dollars (or the equivalent amount in the applicable local currency) of the total value of assets You manage and administer for yourself and that You manage and administer on behalf of Your customers, as disclosed in Your annual report and/or regulatory filings.

Bank Account: is defined as a financial institution's customer account that is opened, maintained and stored in the Program. A bank account includes but is not limited to current accounts, savings accounts, nostro/vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be bank accounts as long as they are in the production database of the application Program. Closed accounts shall not be considered to be bank accounts for the purposes of licensing requirements. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Bank Accounts as of the effective date of Your order. If at any time the amount of Bank Accounts exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Bank Accounts is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Bank Accounts. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Bank Accounts as of such date.

For the purposes of the following Programs: Oracle Banking Limits and Collateral Management, Oracle Banking

Advanced Limits and Collateral Management, Oracle Banking Relationship Pricing, Oracle Banking Advanced

Relationship Pricing, Oracle Banking Originations, Oracle Banking Advanced Originations and Oracle Banking Collections, Bank Account is defined as every account of the financial institution's customers that is processed by the Oracle application Program, irrespective of whether an account is opened, maintained or stored in the Oracle application Program.

Bank Account Application: is defined as a request submitted by a financial institution's customer to apply for an asset or a liability product in the hosted Program during a 12 month period. An application includes, but is not limited to, current account products, savings account products, overdraft protection products, term deposit products, nostro/vostro products, loan products, safe deposit products, insurance products, and card products. If a number of products are bundled in a single request, each product would be counted as an application.

Bank Deposit Account: is defined as an account that is opened, maintained, and stored in the Program. A Bank Deposit Account includes but is not limited to current accounts, savings accounts, nostro/ vostro accounts, internal accounts, investment accounts, retirement accounts, virtual accounts, time deposit accounts, certificate of deposit accounts, and term deposit accounts. All dormant accounts shall be considered to be Bank Deposit Accounts as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be Bank Deposits Accounts for the purposes of licensing requirements.

Card: is defined as one EAGLE system card.

Card (STC Card, IPLIM Card, HIPR2 Card, SM Card): is defined as one EAGLE system card.

Case: is defined as a standard safety record identified by a Case ID number which contains data elements related to the safety of a medicinal product. If the total number of Cases created in the Oracle Argus Program in a 12month period exceeds the number purchased, then additional Cases must be purchased.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless You acquire additional CRF Page licenses from Oracle.

Chassis: is defined as a physical enclosure containing hardware. For the purposes of the following Programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the

chassis (a) that contain networking hardware and (b) that are managed by the Program must be counted for the purpose of determining the number of licenses required.

Client Application Loader Client: is defined as a device that receives its configuration from a client application server.

Cluster: is defined as a minimum of two Global Communication Multimedia Policy Engine Servers at a primary site in active and/or standby mode or the same configuration in geographic redundancy mode with a third server at a secondary site.

Collaboration Program User: is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within Your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to Your company and attending a web conference are not required to be licensed.

$M in Collaterals or Limits Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of Collateral under Management or Limits under Management that are managed by the Program. When using the Program to manage both Collateral and Limits Under Management, the greater of either Collateral or Limits Under Management must be used to determine the licenses required.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Your employees, contractors, retirees, and any other Person.

Compliance Regulatory Report: is defined as a single pre-configured template that is generated by the Oracle Program and that meets the requirements of a specific country regulator and/or jurisdiction for filling reports on suspicious activity. You are responsible for filing the compliance regulatory report with the specific country regulator and/or jurisdiction.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows You to use the licensed Program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine Program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

100 Concurrent Calls: is defined as one hundred simultaneous active end to end calls that the operations monitor sees, no matter the number of underlying devices.   For

example, the same concurrent call may be monitored on two or more sessions, one on each side of a back to back user agent.

500 Concurrent Calls: is defined as five hundred simultaneous active end to end calls that the operations monitor sees, no matter the number of underlying devices. For example, the same concurrent call may be monitored on two or more sessions, one on each side of a back to back user agent.

1K Concurrent Calls: is defined as one thousand simultaneous active end to end calls that the operations monitor sees, no matter the number of underlying devices. For example, the same concurrent call may be monitored on two or more sessions, one on each side of a back to back user agent.

Concurrent Call: is defined as the number of simultaneous active end to end calls that the operations monitor sees, no matter the number of underlying devices. For example, the same concurrent call may be monitored on two or more sessions, one on each side of a back to back user agent.

5 Concurrent Users: is defined as five concurrent users where each Concurrent User is an individual who is authorized by You to access the Program concurrently with other individuals at any given time.

Concurrent Connection: is defined as each connection to a Serduct/Datalink. A Serduct/Datalink is defined as an interface that renders the Infor software operable for use with Micros Applications.

25 Concurrent Sessions: is defined as a maximum of 25 established virtual connections (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software at any one time.

For the purposes of the Transcoding coder/decoder programs, only concurrent sessions with media anchoring (encoded with specified codec and utilizing the transrating, transcoding, or other media processing feature requiring media decoding) are counted.

50 Concurrent Sessions: is defined as a maximum of 50 established virtual connections (with or without media anchoring) (a) between two endpoints represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software at any one time.

For the purposes of the following Programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, each call leg utilizing media anchoring and negotiating Secure Real-Time Transport Protocol is counted as a concurrent session.

For the purposes of the following Programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager -

MSRP B2BUA, only concurrent sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

500 Concurrent Sessions: is defined as a maximum of 500 established virtual connections (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software at any one time.

For the purposes of the following Programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, only concurrent sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted.

For the purposes of the following Programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager - MSRP B2BUA, only concurrent sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

1K in Concurrent Sessions: is defined as one thousand concurrent sessions of a specified application or service at any one time.

Concurrent Session: is defined as the aggregate number of established virtual connections (a) between two endpoints that are represented by subscriber devices or network switching equipment and (b) which are traversing the licensed software at any one time.

For the purposes of the following Programs: Oracle Communications WebRTC Session Controller and Oracle Communications Application Session Controller, all concurrent sessions (with or without media anchoring) with the exception of SIP Registrations are counted.

For the purposes of the Oracle Communications Converged Application Server, Service Controller Program, only concurrent sessions towards the network are counted.

For the purposes of the Transcoding coder/decoder Programs, only concurrent sessions with media anchoring (encoded with specified codec and utilizing the transrating, transcoding, or other media processing feature requiring media decoding) are counted.

For the purposes of the following Programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, only sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted.

For the purposes of the following Programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager - MSRP B2BUA, only sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

1K in Concurrent Subscribers: is defined as one thousand unique concurrent subscribers with access to a specified application or service at any one time.

Concurrent User: is defined as each individual that may concurrently use or access the Programs. Concurrent Users shall be only customers or prospective customers of Yours, and shall not be business partners, or employees of Yours.

Connected Device: is defined as each unique device (a) that transmits data to or receives data from Oracle application Programs or Oracle cloud services and (b) that does not require any human interaction or human input to execute Oracle application business logic or to update Oracle application tables. Devices include, but are not limited to, sensors, meters, RFID readers, and barcode scanners. Devices may be connected directly to Oracle application Programs or Oracle cloud services, or may be connected indirectly to Oracle application Programs or Oracle cloud services through a gateway device or a third-party communications service. A device may be uniquely identified as being the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by its explicit registry with an Oracle application Program or an Oracle cloud service.

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

IK in Connections: is defined as one thousand pairs of end points (e.g., ports, connectors, locations, devices) connected together via a pipe, trail or connection. Each connection may contain other connections such as circuits and, services, in which case each instance is counted. Different versions of the same connection are counted as one connection.

Connector: is defined as each connector connecting the software product with a third party product. A unique connector is required for each distinct third party product that the software product is required to interface.

Connector Pack: is defined as a collection of connectors as specified in the Program Documentation for the applicable Connector Pack. There is no limitation on the number of physical servers on which any of the connectors in the pack may be copied, installed and used.

$M in Assets Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) of total value of assets You, manage and administer for yourself and on behalf of Your customers as disclosed in Your annual report and/or regulatory filings.

$M Cost of Goods Sold: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in the total cost of inventory that a company has sold

during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue.

Country: is defined as a nation for which risk management and financial crime compliance related regulatory reports are generated using the Program.

CPU: is defined as a chip that contains a collection of one or more cores on which the Program is running. Regardless of the number of cores, each chip counts as 1 CPU.

Custom Suite User: is defined as an individual authorized by You to use the application Programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

100 in Customer Count: is defined as the total number of Your and Your affiliate's individual customers. If You supply multiple services to one person or entity, that person or entity will count as a single customer. If a person or entity receives utility services at multiple locations (e.g., a chain store, an apartment building or a municipality), each such location shall count as a single customer.

Customer: is defined as the customer entity specified on Your order. The Programs may not be used or accessed for the business operations of any third party, including but not limited to Your customers, partners, or Your affiliates. There is no limitation on the number of computers on which such Programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such accounts.

Oracle Customer Data & Device Retention Service: is defined as a service for which the description may be found **in the** Technical Support Policies section (**Oracle Hardware and Systems Support Policies)** at www.oracle.com/contracts and which is incorporated by reference.

Customer Device: is defined as a device (physical or logical) (a) that is a functional independent component (e.g., cable/DSL modem, set top box, home gateway, SIM/USIM card, mobile handset, VoIP telephone, ATA, CustomerEdge router, PC, or access point) dedicated to a specific customer, subscriber, or user and (b) that is managed by the Program.

Customer ID: is defined as a unique customer identification number associated with an individual customer who has an account that is opened, maintained and stored in the Program.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

10,000 Daily Average Transactions: is defined as ten thousand unique transactions (including but not limited to sales transactions, return transactions, exchange transactions, loyalty transactions, deal transactions, gift card transactions, inventory transactions, petty cash transactions, and administrative transactions) that are processed by the Program in a single 24 hour period. The daily transaction volume is calculated as the daily average over the prior 12 month period.

1000 Data Points: is defined as one thousand data points, where each data point is a unique connection between a data source and a destination for a single type of data. Data types include but are not limited to status data (e.g., on/off, open/closed, or similar data), and/or measurement data (e.g., voltage, vibration frequency, temperature, or similar data) that is managed by a utilities system. A data source may generate multiple types of data (e.g., a sensor that generates both status and measurement data) and a single data type may be connected to multiple destinations. Every connection between a single data type and a single utilities system is a unique connection that must each be licensed as a data point.

500K DB Entries: is defined as five hundred thousand database (DB) entries in the international number portability database.

$M of Delinquent Accounts Managed: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of delinquent accounts managed by the Program.

Developer User / Developer/ Developer Seat: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the Programs and documentation.

100K Devices: is defined as one hundred thousand network elements being modeled, discovered or managed by the application.

Device: is defined as a network element being modeled, discovered or managed by the application. For the Oracle Communications Network Integrity Programs, devices are discovered directly from the Network Element itself or through a Network/Element Management System (NMS/EMS) or through Oracle Communications Network Discovery or through third party discovery applications or from a repository of data (such as Inventory, Asset Management or other systems). When a single device is being reconciled between two systems it shall be counted only once.

For the Oracle Communications Unified Inventory Management Program, devices are functionally independent components. For example: physical shelves, chassis or units, logical devices, servers. elements, etc. Logical or physical separation denotes different devices.

For the Oracle Communications Session Element Manager Program, the Oracle Communications Session Route
Manager Program, the Oracle Communications Session Report Manager Program, the Oracle Communications Application Orchestrator Program, and the Oracle SD-WAN Aware Program, a device can be physical or virtual and is considered managed or orchestrated when one or more of the fault, configuration, auditing, performance, security, and lifecycle functions are in use.

For the Oracle Communications Network Service Orchestration Program and the Oracle Communications ASAP Program, a device can be physical or virtual and is considered managed or orchestrated when one or more of the network service configuration, monitoring and lifecycle functions are in use involving the device.

Disk Drive: is defined as a spinning media device that stores data accessed by the Program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs.

Employee for HCM: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, parttime employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

Employee User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

5K Endpoints: is defined as five thousand individual user devices identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint.

20K Endpoints: is defined as twenty thousand individual user devices identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint.

Endpoint: is defined as an individual user device identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint.

Enterprise Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, parttime employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "fulltime" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these Program licenses is determined by the number of Enterprise FTE Students. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective

date of Your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise FTE Students as of such date.

Enterprise Trainee: is defined as an employee, contractor, student or other person who is being recorded by the
Program. The value of these Program licenses is determined by the number of Enterprise Trainees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of Your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Trainees as of such date.

Enterprise $M in Cost of Goods Sold: Enterprise $M Cost of Goods Sold is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these Program licenses is determined by the amount of Enterprise $M Cost of Goods Sold. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Cost of Goods Sold as of the effective date of Your order. If at any time the amount of Enterprise $M Cost of Goods Sold exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M Cost of Goods Sold as of such date.

Enterprise $M in Freight Under Management: $M Freight Under Management is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a

third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid). The value of these Program licenses is determined by the amount of Enterprise $M Freight Under Management. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Freight Under Management as of the effective date of Your order. If at any time the amount of Enterprise $M Freight Under Management exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Freight Under Management. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M Freight Under Management as of such date.

Enterprise $M in Operating Budget: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) of Your gross budget reflected in an audited statement from Your external accounting firm. The value of these Program licenses is determined by the amount of Enterprise $M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise $M in Operating Budget exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Operating Budget as of such date.

Enterprise $M in Revenue: Enterprise $M in Revenue is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year. The value of these Program licenses is determined by the amount of Enterprise $M in Revenue. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Revenue as of the effective date of Your order. If at any time the amount of Enterprise $M in Revenue exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Revenue. In addition, each year 90 days before the anniversary date of Your order,

You are required to report to Oracle the number of Enterprise $M in Revenue as of such date.

Enterprise $M Revenue Under Management: Enterprise $M Revenue Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year for the product lines for which the programs are used. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Revenue Under Management as of the effective date of your order. If at any time the amount of Enterprise $M in Revenue Under Management exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Revenue Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Revenue Under Management. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M in Revenue Under Management as of such date.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the Programs for academic and non-commercial use.

Field Resource: is defined as dispatchers using the program, as well as engineers, technicians, representatives or other persons scheduled by the programs.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by You, including the dispatchers, to the field using the Programs.

Financial Inclusion Account: is defined as a financial institution's customer account that is opened, maintained and stored in the Program. An account includes but is not limited to current accounts, savings accounts, nostro / vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be accounts for the purposes of licensing requirements.

Financial Services Subscriber: is defined as an individual who is authorized by You to access the online portal or mobile application of the applicable application program regardless of whether the individual is actively accessing the Programs at any given time. Financial Services Subscribers shall be counted for each single Instance of the Program.

For the purposes of the Oracle Documaker Mobile Program, a Financial Services Subscriber is defined as an individual who is registered to receive mobile documents in lieu of or in addition to printed documents.

For the purposes of the Oracle Banking Digital Experience Programs, a Financial Services Subscriber is defined as an individual who is registered to access the applicable application program regardless of whether the individual is actively accessing the Program at any given time.

Flash Drive: is defined as a front mounted solid state media device that stores data accessed by the Program.

$M Freight Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

100 Gigabytes (GB): is defined as one hundred gigabytes (GB) of hard disk drive space.

Gigabyte: is defined as one billion bytes of data archived and purged by the Program.

For the purposes of the Oracle Banking Payments SWIFTNet FileAct Program, a Gigabyte is defined as one gigabyte of payment files data exchanged over SWIFTNet over a 12 month period.

25,000 Gift Cards: is defined as twenty-five thousand value cards (gift or stored) that are generated by the Program during a 12 month period.

Global Title Translations per Translation Type: is defined as the number of SS7 Global Title Translation records per SS7 Translation Type.

Oracle GraalVM Enterprise Edition: is defined as the right to use the Oracle GraalVM Enterprise Edition Program ("GraalVM EE") in accordance with the applicable metric and to receive Oracle Software Update License & Support, for the subscription term specified on the ordering document. For clarity, any application You develop using GraalVM EE contains GraalVM EE code; is included in the definition of GraalVM EE, and must be counted when determining the total number of the applicable metric for the GraalVM EE

subscription. In addition, a valid Oracle Java SE Subscription is a prerequisite for licensing GraalVM EE. Your right to use GraalVM EE for Your internal business operations includes the right to use Your applications created using GraalVM EE in a cloud service in accordance with the applicable metric and subject to the terms of the Master Agreement. For the avoidance of doubt, You shall not make GraalVM EE itself available as a cloud service to or for the benefit of any third party. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support is provided under the Oracle Software technical support policies in effect at the time the services are provided. At the end of the specified subscription term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use GraalVM EE will terminate and You must de-install GraalVM EE and any application(s) that You developed using GraalVM EE.

Guest Cabin: is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses may not be shared across   multiple   cruise ships. For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ and Sub-HQ Programs, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

Guest Room: is defined as the number of guest rooms managed by the Program. For the purposes of the Oracle Hospitality Suite8 Interface Programs, a unique Guest Room license is required for each distinct product with which an Oracle Hospitality Suite8 Program is required to interface. For example, a customer requiring interfaces of an Oracle Hospitality Suite8 Program with three distinct products must have three separate Guest Room licenses.

1000 Healthcare Records: is defined as one thousand patient records stored by the Oracle Program for Your healthcare (healthcare provider, health plan, government or research) setting. For the purposes of this definition, the term "setting" means the population for which You provide healthcare services. For example, for a licensor that is a county department of health services, it would be the population provided with healthcare services by the department, and for a licensor that is a healthcare research facility, it would be the patients associated with the healthcare research facility. You must be licensed for the total amount of patient records stored by the Oracle Program for Your healthcare setting.

Healthcare Record: is defined as the total number of unique person (physical person) database records stored in the Oracle Program.

Hosted Named User: is defined as an individual authorized by You to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Oracle Hospitality Consulting Services: are defined as services for which the description may be found in the Oracle Hospitality Global Business Unit ("Micros") Consulting Service Descriptions section at www.oracle.com/contracts and which is incorporated by reference.

Hospitality Suite: is defined as an entertainment space that typically includes, but is not limited to, a kitchenette, restroom, table and seats within an arena, stadium, concert venue or other venue that is managed by the Program.

1K in Individual Subscribers: is defined as one thousand individuals who are authorized by You to use one or more of Your services for which the Program is used. For example, an individual subscriber may be tracked as a customer record/account in the licensed Program or other related subscriber databases such as an ordering system, billing system, etc. An individual subscriber is counted once, regardless of the number of services used.

Individual Subscriber: is defined as an individual who is authorized by You to use one or more of Your services for which the Program is used. For example, an individual subscriber may be tracked as a customer record/account in the licensed Program or other related subscriber databases such as an ordering system, billing system, etc. An individual subscriber is counted once, regardless of the number of services used. Individual Subscriber for the Billing and Revenue Management Servers and extensions with application specific usage are defined as follows:

Oracle Communications Billing and Revenue Management Server for Real-time Rating Program: Defined as an individual subscriber who purchases one or more services from You that utilizes real-time rating capabilities of the Program.

Oracle Communications Billing and Revenue Management for Convergent Rating Program: Defined as an individual subscriber that purchases one or more services from You that utilizes real-time and/or batch rating capabilities of the Program.

Oracle Communications Billing and Revenue Management Server for Billing Program: Defined as an individual subscriber that purchases one or more services from You that utilizes billing capabilities of the Program.

Installation Services, Start-Up Packs and Configuration/Upgrade Services: is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

Instance: is defined as a single database environment. Test, production, and development environments are considered three separate instances that must each be licensed.

For the purposes of the Oracle Banking API Infrastructure Program, Instance is defined as the environments (production and non-production) used to run the Oracle Banking API Program.

1K Insurable Entities: is defined as one thousand insurable entities that are listed members and/or an objects that are managed by the Oracle Program. A listed member is an individual insured, annuitant and/or member in one of Your product offerings per quote, application, certificate or policy. An object is the item and/or property (such as building, motor vehicle) insured within a policy.

1K Insurance Plan Members: is defined as one thousand individual active Insurance Plan Members. An Insurance Plan Member is active if he/she is currently covered by any of your health or group insurance plan product offerings that are processed through the Oracle program. Individuals who are active members of multiple health or group insurance plan product offerings processed through the Oracle program shall only be deemed to be a single Insurance Plan Member. Use of the Oracle program to process health or group insurance plan product offerings for former members (i.e., "inactive" members who are not currently covered by, but who are tracked by and/or have records in, one of your health plan product offerings) is included with your 1K Insurance Plan Members licenses. For the purposes of this definition, the group insurance plan product offerings exclude any of your property and casualty business product offerings.

Interface: is defined as each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each distinct third party product with which the Oracle Program is required to interface.

Inventory Location: is defined as a dedicated physical inventory space used by vendors to store their inventory within an arena, stadium, concert venue or other venue that is managed by the Program. Each dedicated physical inventory space must be counted as one Inventory Location.

Investment Account: is defined as a financial institution's investor account that is opened, maintained, and stored in the Program. All dormant investor accounts shall be considered to be investment accounts as long as they are in the production database of the applicable Program. Closed investor accounts shall not be considered to be investment accounts for the purposes of licensing requirements.

1K Invoice Line: is defined as one thousand invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of 1K Invoice Lines during any 12 month period unless You acquire additional 1K Invoice Line licenses from Oracle.

IPsec Tunnel: is defined as one Internet Protocol Security (IPsec) tunnel termination that is represented by one Security Association (SA). The maximum number of IPsec tunnels that are simultaneously terminated on the licensed software at any one time must be licensed.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Oracle Java SE Subscription and Oracle Java SE Desktop Subscription: are defined as the right to use the specified Oracle Java SE Subscription Program(s) in accordance with the applicable metric and to receive Oracle Software Update License & Support (limited to the specified Oracle Java SE Subscription Program(s)), for the term specified on the ordering document. You may not create, modify, or change the behavior of classes, interfaces, or subpackages that are in any way identified as "Java", "Javax", "Sun", "Oracle", or similar convention as specified by Oracle in any naming convention designation. Your right to use the specified Oracle Java SE Subscription Program(s) for Your internal business operations includes using the Oracle Java SE Subscription Program(s) to run Your Java applications as a cloud service, subject to the terms of the Master Agreement. For the avoidance of doubt, You shall not make the Oracle Java SE Subscription Program(s) themselves available as a cloud service. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support is provided under the Oracle Software technical support policies in effect at the time the services are provided. At the end of the specified subscription term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the specified Oracle Java SE Subscription Program(s) will terminate and You must de-install the specified Oracle Java SE Subscription Program(s).

Kitchen Display Client: is defined as a device that is used to display and monitor the status of ordered items. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time You order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when You order the relevant product or service. The list price will be reduced by applying the discount specified to You by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to Your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date Your order is accepted by Oracle, and You must acquire products and must use any acquired services prior to the end of such period. You may use learning credits worldwide subject to the export laws and regulations of the U.S. and

any other relevant local jurisdiction in which You acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

Liquidity Account: is defined as an account that is opened, maintained, stored or processed in the Program. A liquidity account includes but is not limited to the following accounts: current accounts, savings accounts, nostro/vostro accounts, deposit accounts, internal accounts, virtual accounts and loan accounts. All dormant accounts shall be considered to be liquidity accounts as long as those dormant accounts are in the production database of the applicable Program. Closed accounts shall not be considered to be liquidity accounts for the purposes of licensing requirements. If an account is opened or maintained or stored or processed in multiple hierarchies of liquidity accounts in the applicable Program, then that account must be counted as a separate liquidity account for each hierarchy within the applicable Program in which the account is opened or maintained or stored or processed.

Link: is defined as one SS7 signaling link.

12M LNP Entries: is defined as twelve million Local Number Portability (LNP) database entries in the Local Number Portability database.

Loan Account: is defined as a customer loan account or loan application created, tracked or processed by, or residing within, the Oracle Daybreak Programs. A customer of Yours may have multiple loan accounts or loan applications, each one of which is to be counted for the purposes of determining the total number of loan accounts and loan applications.

For the purposes of the Daybreak Consumer Loans Servicing and Collection Program, Loan Account is defined as the number of Loan Accounts identified with a status of ACTIVE at the beginning of each calendar month.

For purposes of the Daybreak Consumer Loans Origination Program, Loan Account is defined as the number of customer loan applications created in the Oracle Daybreak Programs in a calendar month.

For the purposes of the Oracle Banking Retail and SME Loan Servicing Program and the Oracle Banking Retail and SME Line of Credit Servicing Program, Loan Account is defined as a customer loan account or a line of credit account that is opened, maintained and stored in the Program. All charged-off accounts shall be considered to be Loan Accounts as long as they are in the production database of the application Program.

8 Low Speed SS7 Signaling Links: is defined as eight 56 kbps SS7 signaling links.

12M LSMS Records: is defined as twelve million Local Service Management System (LSMS) records that are interfacing with the Local Number Portability database.

$M in Loan Book Size: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in loan books that are managed in the licensed Program. The total value of all loan books that are managed in the licensed Program must be counted for the purposes of determining the number of licenses required.

For the purposes of the Oracle Banking Corporate Lending Syndicated Loans Program, $M in Loan Book Size is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in syndicated loans that are managed in the licensed Program and the total value of all syndicated loans that are managed in the licensed Program must be counted for the purposes of determining the number of licenses required.

For the purposes of the Oracle Banking Enterprise Recovery Program, $M in Loan Book Size is defined as one million U.S. Dollars (or equivalent amount in the applicable local currency) of debts that have been charged as full loss and are no longer receivable that are managed in the licensed Program.

$M in Managed Assets: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the Program, then sold within the previous 12 months.

Managed Device: is defined as a Device managed via an Oracle Communications Configuration Management application Program.

1K in Managed Resources: is defined as one thousand entities (account, IP address, RADIUS user profile, ENUM E.164 phone numbers, subscriber endpoint, managed street address and individual telephone number) managed by the Program.

For the Oracle Communications Logical Device Account Management Program, a managed resource is an account which is a unique identifier such as telephone number, email address, etc.

For Oracle Communications Internet Name and Address Management, a managed resource is an IP address managed by the Oracle Communications Internet Name and Address Management Program.

For the Oracle Communications Telephone Number Management Program, a managed resource is a single managed telephone number.

Managed Resource:

For the purposes of the Oracle Communications IP Management Program, a Managed Resource is defined as an entity (Account, IP Address, ENUM E.164 Phone Numbers, Subscriber Endpoint, Managed Street Address, Individual Telephone Number and Media Stream) managed by the Program.

For the purposes of the Oracle Communications Media Stream Management Program, a Managed Resource is defined as a video, audio or other media content (a) that is delivered over a cable, mobile, satellite, or Internet infrastructure and (b) that is managed by the Program.

For the purposes of the Oracle Fusion Project Resource Management Program and the Oracle Fusion Territory Management Program, a Managed Resource is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the Programs at any given time. In addition, Your employees, contractors, partners and any other individual or entity managed by the Programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

Market: is defined as one instance of a state, province or portion thereof that constitutes a discrete region separately from other such regions for purposes of deregulated electricity, gas or water sales.

Megabits per Second: is defined as the average number of bits, characters, or blocks per second passing between equipment in a data transmission system during peak usage.

1K Messages per Second: is defined as up to one thousand messages that are each composed of an envelope that contains information required to accomplish transmission, delivery, and contents to the recipient. The total number of sent or received messages over a 15 minute interval during peak usage divided by 900 seconds must be counted.

10K Messages: is defined as ten thousand messages exchanged over a 12 month period.

Member Record: is defined as each unique customer loyalty Program Member Record managed by the Program. 100K Member Records shall mean one hundred thousand Member Records.

Merchandise: is defined as a unique item or SKU of a consumer good.

Merchant: is defined as a financial institution's partner company providing online payment services to its customers via a web based portal.

Message per Second (MPS): is defined as the maximum rate of messages that are each composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient. You must count all messages whether received or transmitted, averaged over a 30-second interval during the highest period of peak usage.

Module: is defined as each production database running the Programs.

Molecular Report: is defined as an analysis report created using partial or full workflow in the Oracle Program. If the total number of Molecular Reports created in the Oracle Program in a 12-month period exceeds the number purchased, then additional Molecular Reports must be purchased.

Monitored User: is defined as an individual who is monitored by an Analytics Program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics Program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics Program, every user of Your licensed CRM Sales application Program must be licensed. For the purposes of the Human Resources Compensation Analytics Program, all of Your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the Program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / Programs) users (individuals) that the Program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified Program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified Program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the

subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If You obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then You must also purchase a subscription license for all of such servers for which You have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program(s) will terminate and You must de-install all applications, tools, and binaries provided to You under the applicable non-Community

Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If You do not renew a subscription, You will not receive any updates (including patches or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription.

Named Developer: is defined as an individual who is authorized by you to use the programs which are installed on a multiple servers, regardless of whether the individual is actively using the programs at any time. A Named developer may create, modify, view and interact with the programs and documentation.

Named User Plus: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Applications, System
Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for

WebCenter Suite, only the users of the Program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following Programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database, Load Testing Suite for Oracle Applications and Oracle Test Starter Kit for Utilities (Load Testing), each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only (a) the users of the database servers where masked data or data subsets originate and (b) the users of the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application Program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the users of the Oracle database from which You capture data and (b) the users of the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) or NoSQLrepositories from which You capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every queue/topic is counted as a user. For multiple source databases, NoSQL repositories, or messaging systems, all users for all sources must be counted.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which You capture data and (b) the users of the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which You capture data and (b) the users of the Non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or

accessing the data transformation processes must be counted for determining the number of licenses required.

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Mobile Application Framework, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

For the purposes of the following Program: Audit Vault and Database Firewall, only users of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Java SE Desktop Subscription, the term "server" refers to a desktop computer.

Named Workstation User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time.

For the purposes of the Oracle VM VirtualBox Enterprise Program, Named Workstation User licensing may only be applied to single-socket devices where only one named user is using Oracle VM VirtualBox Enterprise or is connecting to the virtual machines on Oracle VM VirtualBox Enterprise. A non human operated device will be counted as a named workstation user in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted.

1K Network Access Sessions: is defined as one thousand concurrent associations between (1) a user endpoint or device and (2) an IP network identified by one IPv4 and/or one IPv6 address managed by a single configuration management platform (CMP) node; the associations must be measured based upon the average of peak simultaneous associations over a 5 minute interval during the busiest hour of a day.

Network: is defined as the logical set of signaling nodes grouped by an operator to process a specific type of signaling messages.

For the purposes of the Oracle Communications Policy Management Program, a Network is defined as all components that are managed by a single set of element management instances, known as the Configuration Management Platform (CMP) or the Configuration Management service in the case of Policy Control Function (PCF).

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Network-Wide 20K Endpoints: is defined as up to twenty thousand individual user devices, with each user device being identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint. You must count the maximum number of 20K endpoints measured at least every 15 minutes during peak usage registered with any licensed Programs within a single network administrative domain.

Network-Wide 20K Concurrent Endpoints: is defined as up to twenty thousand individual user devices, with each user device being identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint. You must count the maximum number of 20K concurrent endpoints measured at least every 15 minutes during peak usage registered with any licensed Program within a single network administrative domain.

Network-Wide Concurrent Endpoint: is defined as an individual user device identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint. You must count the maximum number of concurrent endpoints measured at least every 15 minutes during peak usage across any licensed Program within a single network administrative domain.

5K Network-Wide Concurrent Sessions: is defined as a maximum of five thousand concurrent stateful diameter message exchanges (sessions) between two or more end points. You must count the maximum number of concurrent sessions across all signaling nodes that are managed by a single network Operations, Alarms and Measurements (OAM) node over a 5 minute interval during peak usage.

Network-Wide Concurrent Session: is defined as an established virtual connection (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing any licensed Programs within the network at any one time. For example, if a single virtual connection traverses more than one SBC, then each virtual connection must be counted as a Network-Wide Concurrent Session for each SBC that it traverses. You must count the maximum number of concurrent sessions measured at least every 15 minutes during peak usage across any licensed Program within a single network administrative domain.

For the purposes of the Oracle Communications Session Border Controller – SRTP Program, each call leg utilizing media anchoring and negotiating Secure Real-Time Transport Protocol must be counted as a Network-Wide Concurrent Session.

For the purposes of the Oracle Communications Session Border Controller - MSRP B2BUA Program, each concurrent session with media anchoring and negotiating Message Session Relay Protocol must be counted as a Network-Wide Concurrent Session.

Network-Wide Concurrent Tunnel: is defined as one connection where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol). You must count the maximum number of concurrent tunnels measured at least every 15 minutes during peak usage terminated by any licensed Programs within a single network administrative domain.

100 Network-Wide Messages per Second: is defined as one hundred messages that are each composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient. The total number of received messages (i) forwarded or discarded and/or (ii) copied and/or (iii) rerouted across all signaling nodes that are managed by a single network Operations, Alarms and Measurements (OAM) node over a 5 minute interval during peak usage divided by 300 seconds must be counted.

Network-Wide Message per Second: is defined as one message that is composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient.

For the purposes of the Oracle Communications Diameter Signaling Router Program, the total number of sent or received messages (i) forwarded or discarded and/or, (ii) copied and/or (iii) re-routed across all signaling nodes that are managed by a single network Operations, Alarms and Measurements (OAM) node over a 5-minute interval during peak usage divided by 300 seconds must be counted.

For the purposes of the Oracle Communications Session Router Program, the total number of sent or received messages over a 15 minute interval during peak usage divided by 900 seconds must be counted.

Network-Wide 1K Tunnels: is defined as up to one thousand connections (tunnels) where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol). You must count the maximum number of 1K tunnels measured at least every 15 minutes during peak usage registered by any licensed Programs within a single network administrative domain.

1K in Nodes: is defined as a one thousand records within an Oracle Unified Inventory Management application Program network. A record may represent a location, customer, device, network or termination.

Node: is defined as a set of servers managed by one Operations, Alarms and Measurements (OAM) function.

Non Employee User - External: is defined as an individual, who is not Your employee, contractor or outsourcer, authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

1000 Number Range Entries: is defined as one thousand Local Number Portability number ranges.

330K Number Planning Area Entries: is defined as three hundred and thirty thousand combinations of the area code and first three digits (office code) of a North American telephone number.

Oracle Financing Contract: is a contract between You and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Your order.

Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless You acquire additional Order Line licenses from Oracle.

1,000 Page Views: is defined as 1,000 Page Views per Month, where one Page View means one visit by a unique internet user to a particular page on a website.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling Your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Party: is defined as each unique party, designated by a unique party identification number, that is maintained and/or stored in the Program. A Party includes, but it is not limited to, a prospect, an individual, a trust, an organization, an agent, a broker, a solicitor, a guarantor, a co-signer, a natural person and/or legal entity whose demographic and other relevant details need to be recorded.

Person: is defined as Your employee or contractor who is actively working on behalf of Your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system.   For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the Programs are installed.

PIN Entry Device (PED): is defined as an electronic hardware device that is used in a debit, credit or smart cardbased transaction to accept and encrypt the cardholder's personal identification number (PIN).

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

POS Client: is defined as a device that is used to record any part of a sales transaction or related end-user functionality such as workstation reporting, cash management,

engagement, table management, or manager operations. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Guest Access POS and Device Client Program, a POS Client is a guest access control method that includes, but is not limited to, turnstiles, gates and swing doors that are managed by the Program. For each guest access control method, both entrance and exit points must be counted for the purposes of determining the number of licenses required. For example, each turnstile must be counted as two POS Clients (one for entrance and one for exit).

Product Offering: is defined as a product offer that a financial institution sets up, maintains and stores in the Program. Closed product offerings are not counted for licensing purposes.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Deposits Program, Product Offerings include but are not limited to account product offerings, savings account product offerings and term deposit product offerings.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Loans Program, Product Offerings are defined as loan product offerings.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Credit Cards Program, Product Offerings include but are not limited to credit card product offerings or credit card-like product offerings.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Insurance Program, Product Offerings include but are not limited to insurance product offerings for consumer credit, insurance product offerings for lender mortgages and other product offerings for covering financial risk.

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Subscription, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following Program: Oracle Healthcare Data Repository, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the processors on which the Program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only (a) the processors running the database servers where masked data or data subsets originate and (b) the processors running the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite,
Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application
Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that <u>supports</u> the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache Program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the processors running the Oracle database from which You capture data and (b) the processors running the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which You capture data and (b) the processors running the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which You capture data and (b) the processors running the non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purpose of the following programs: Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number

of licenses required. For any messaging systems from which you capture data, every 25 queues/topics are counted as a Processor. In the instance of multiple source databases, NoSQL repositories, or messaging systems, all processors for all sources must be counted.

For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the Program is running for indexing content in configured content sources as long as the foregoing is the only use of the Program on all the processors installed in a given server.

Project: is defined as a scheduled stage gate process plan in operation.

Property: is defined as a location with a single physical address.

128 Provision Database Interface Connections: is defined as one hundred twenty-eight simultaneous connections to the International Number Portability Provisioning System to the provisioning interface for the Home Location Register Router application from EAGLE signaling nodes.

500,000 Queries Per Day: is defined as five hundred thousand queries from midnight to the next midnight (e.g., a day) to the production MDEX engine, including but not limited to: text searches; changes to facet (refinement); and page up/down through results (any text box query, change in facet selection, change in results viewed). Queries that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed queries. You may also use the programs for non-production uses, including but not limited to development, quality assurance, and performance testing.

$M in Revenue: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

$M Revenue Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year for the product lines for which the Programs are used.

For the purposes of the Oracle Communications Policy Management Sponsored Data Access Cartridge Program, $M Revenue Under Management is defined as one million U.S. dollars (or the equivalent amount in the applicable local currency) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a calendar year processed through the licensed Program.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub Program a record is defined as the total number of unique case database records stored in the Case Hub Program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub Program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub Program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub Program.

For the Programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Oracle Data Relationship Management Program, a record is defined as the unique occurrence of any business object or master data construct that You choose to manage within the Program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members

or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub Programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub Programs.

For the purposes of the Life Sciences Customer Hub Program, a record is defined as the number of unique customer database records stored in such Program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub Program.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator Program.

Registered User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. Registered Users shall be business partners and/or customers and shall not be Your employees.

250,000 Requests Per Day: is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls in the production systems, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: WebCenter Sites for Oracle ATG Web Commerce, requests to the production WebCenter Sites or production WebCenter Sites Satellite Server Programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Endeca Experience Manager, requests at the production Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native

mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

Retail Register: is defined as any device designed to record any part of a sales transaction.

Retail Store: is defined as any location where two or more people are employed to generate revenue by selling goods and services to customers.

Retail Wireless Device: is defined as a detached device that accesses the Program. Examples of wireless devices include but are not limited to, scanners, RF devices, PDAs.

Revenue Center: is defined as a logical reporting as configured within a Location. For example, a restaurant that keeps its reports and configuration separate from its bar and its room service would require 3 Revenue Center licenses (one for the restaurant, one for the bar and one for room service).

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Scenario: is defined as a discreet behavior of interest uniquely pertaining to a customer, Account, address, correspondent bank, household, external entity, employee, trader, organization, investment advisor, registered rep, portfolio manager, execution, order or security that is tracked and detected by the Program. Examples of scenarios are: rapid movement of funds - all activity, large depreciation of Account value, wash trades and possible employee front running.

Security Gateway Tunnel: is defined as one Internet Protocol Security (IPsec) tunnel termination that is represented on the licensed software, using either manual keys or Internet Key Exchange version 1 (IKEv1) exchange protocol. The maximum number of IPsec tunnels that are simultaneously terminated on the licensed software at any one time must be licensed.

Server: is defined as the computer on which the Programs are installed. A Server license allows You to use the licensed Program on a single specified computer.

For the purposes of Acme Packet and Talari Programs, a Server in a virtual environment is defined as a virtual machine image.

For the purposes (a) of the portion of the license fee that is based upon capacity for the Oracle Communications

SD-WAN Edge Program and (b) of the license fee for the Oracle Communication SD-WAN Edge WAN Optimization Program, the license fee is based on the maximum megabits per second (Mbps) bandwidth permitted on the Server.

Service Access Point: is defined as an interface or sub-interface that is configured as part of a service deployment such as L3 VPN, L2 VPN, dedicated internet access (DIA), VLAN access (port), VRF Lite WAN access and quality of service.

Service Order Line: is defined as the total number of service order entry line items processed by the Program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless You acquire additional Service Order Line licenses from Oracle.

Session: is defined as one established virtual connection (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software. The maximum number of sessions that are simultaneously traversing the licensed software at any one time must be licensed.

Session of SRTP: is defined one established virtual connection (with media anchoring and negotiating Secure Real-Time Transport Protocol) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software. The maximum number of sessions of SRTP that are simultaneously traversing the licensed software at any one time must be licensed.

SS7 Signaling Route: is defined as a signaling path from a local signaling point to a remote signaling point using a specified link set.

Signaling Unit:

For the purposes of the Oracle Communication EAGLE Program, a Signaling Unit is defined as four transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. You must count the total of (a) the number of new transactions for the set of servers managed by one single Operations, Alarms and Measurements (OAM) function over a 5 second interval during peak usage divided by 5 and (b) transactions for failover and overhead capacity.

For the purposes of the Oracle Communication Diameter Signaling Router Program, a Signaling Unit is defined as one message that is composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient. You must count the total number of received messages across all signaling nodes that are managed by one single network Operations, Alarms and Measurements (OAM) node over a 5 minute interval during peak usage divided by 300 seconds (the foregoing includes messages that are (i) forwarded or discarded and/or (ii) copied and/or (iii) re-routed).

Simultaneous Users: is defined as the maximum number of users entitled concurrently to connect to the Oracle Communications Performance Intelligence Center (PIC) Program and to the PIC optional set of Programs.

Single Server Concurrent Endpoint: is defined as an individual user device identified by a unique internet protocol (IP) and port combination.   Single server concurrent endpoints are counted separately on each server and must be counted during peak usage on each server. Each virtual machine is considered to be a server. You may allocate Your Single Server Concurrent Endpoint Program licenses to a different server (a) no more than once per 90 days or (b) if the prior server (on which Your Single Server Concurrent Endpoint Program licenses have previously been allocated) has been permanently decommissioned.

Single Server Concurrent Session: is defined as the aggregate number of established virtual connections (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software at any one time. Single server concurrent sessions are counted separately on each server and must be counted during peak usage on each server. Each virtual machine is considered to be a server. You may allocate Your Single Server Concurrent Session Program licenses to a different server (a) no more than once per 90 days or (b) if the prior server (on which Your Single Server Concurrent Session Program licenses have previously been allocated) has been permanently decommissioned.

For the purposes of the Oracle Communications Session Border Controller – SRTP Program, only sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted.

For the purposes of the Oracle Communications Session Border Controller - MSRP B2BUA Program, only sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

Single Server Concurrent Tunnel: is defined as one connection where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol). Single server concurrent tunnels are counted separately on each server and must be counted during peak usage on each server. Each virtual machine is considered to be a server. You may allocate Your Single Server Concurrent Tunnel Program licenses to a different server (a) no more than once per 90 days or (b) if the prior server (on which Your Single Server Concurrent Tunnel Program licenses have previously been allocated) has been permanently decommissioned.

1,000 Sites: is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as

defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

Socket: is defined as a slot that houses a chip (or a multi-chip module) which contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the Oracle Program is installed and/or running must be licensed.

For the purposes of the Oracle VM VirtualBox Enterprise Program, Socket licensing must be applied to devices (a) with more than one sockets and/or (b) where more than one Named Workstation User is using Oracle VM VirtualBox Enterprise or is connecting to the virtual machines on Oracle VM VirtualBox Enterprise.

Oracle Solaris Premier Subscription for Non-Oracle Hardware Per socket: is defined as the right to use the Oracle Solaris Programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive

Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris Programs), for the term specified in the ordering document. "Oracle Solaris Programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details 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 Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris Programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to You under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at http://www.oracle.com/webfolder/technetwork/hcl/index.html. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, You may renew Your subscription, if available, at the then current fees for this subscription.

If Your order specifies "1 – 4 socket server" then You may only use the subscription on a server with not more than 4 sockets. If Your order specifies "5+ socket server" then You may use the subscription for servers with any number of sockets.

Standard Binary: is defined as a single downloadable Oracle Java Standard Edition (SE) or Oracle Java Micro Edition (ME) or Oracle Java Embedded Suite for embedded software that is listed on the Oracle Technology Network (OTN) Java Embedded downloads at http://www.oracle.com/technetwork/java/embedded.

Store: is defined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) system. If a physical store location has multiple POS systems, then each POS system must be counted as a Store.

Stream: is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

25K Inactive Subscribers: is defined as twenty-five thousand (a) records in the subscriber database that may contain phone or SIM card data (like IMSI), but that do not associate a subscriber to that phone or SIM card, (b) non-live telephone numbers for all wireline devices, (c) portable handsets or paging devices that have been provisioned but that have not been activated by You for wireless communications and paging, (d) internet connected landlines or nonresidential devices serviced by a cable provider or (e) working utility meters that are provisioned but that have not been activated in the database. The total number of inactive subscribers shall be equal to the aggregate of all types of inactive subscribers.

Inactive Subscribers: is defined as (a) a non-live telephone number for all wireline devices; (b) a portable handset or an application on handset or paging device that has been provisioned but not activated by You for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a working utility meter that is provisioned but that is not activated in the database. The total number of Inactive Subscribers is equal to the aggregate of all types of Inactive Subscribers.

1K Subscribers: is defined as one thousand (a) active subscribers that have been provisioned in the subscriber database as a record associating the subscriber to an IMSI-based SIM card; (b) working telephone numbers for all wireline devices; (c) portable handsets or paging devices that have been activated by You for wireless communications and paging; (d) internet connected landlines or nonresidential devices serviced by a cable provider; (e) live connected utility meters; or (f) entities in the subscriber database. The total number of subscribers shall be equal to the aggregate of all types of subscribers.

25K Active Subscribers: is defined as twenty-five thousand unique active subscribers that have been activated or processed by a network function in a calendar month. An active subscriber is defined as (a) a unique device identifier processed by the network function in the Oracle Program, (b) a unique device identifier processed by a defined, external network function, or (c) an active entity in the subscriber database. The total number of active subscribers shall be equal to the aggregate of all unique active subscribers of all types.

25K Subscribers: is defined as twenty-five thousand (a) active subscribers that have been provisioned in the subscriber database as a record associating the subscriber to an IMSI-based SIM card, (b) working telephone numbers for all wireline devices, (c) portable handsets or paging devices that have been activated by You for wireless communications and paging, (d) internet connected landlines or nonresidential devices serviced by a cable provider, (e) live connected utility meters or (f) entities in the subscriber database. The total number of subscribers shall be equal to the aggregate of all types of subscribers.

For the purposes of the Oracle Communications Diameter Signaling Router and the Oracle Communications Diameter Signaling Router Network Function Edition Programs, 25K Subscribers is defined as twenty-five thousand subscriber identities (MSISDN, IMSI or NAI) that have been provisioned in the subscriber database.

100K Subscribers: is defined as one hundred thousand (a) active subscribers that have been provisioned in the subscriber database as a record associating the subscriber to an IMSI-based SIM card; (b) working telephone numbers for all wireline devices; (c) portable handsets or paging devices that have been activated by You for wireless communications and paging; (d) internet connected landlines or nonresidential devices serviced by a cable provider; (e) live connected utility meters; or (f) entities in the subscriber database. The total number of subscribers shall be equal to the aggregate of all types of subscribers.

Suite: is defined as all the functional software components described in the product documentation.

$M of Supply Chain Finance Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of supply chain finance that is managed in the Program at any given time. Supply Chain Finance includes, but is not limited to, receivables finance, payable finances, channel and/or distributor finance, factoring and/or its variations, forfaiting, loans and/or advances against inventory, bank payment obligations, pre-shipment finances and/or any other supply chain financing schemes (such as invoice management, purchase order management, receivables reconciliation, debit and credit note management) that is managed in the Program.

Sun Ray Device: is defined as the Sun Ray computer on which the Program is running.

System: is defined as a single configuration environment. Test, production, and development configurations are considered three separate systems that must each be licensed.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Tape Library Slot: is defined as a physical slot location within a tape library where each slot accepts a single tape cartridge.

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for Your internal data processing operations for purposes of: (a) implementing applications Programs, (b) interfacing other software and hardware systems to the applications Programs and (c) building extensions to applications Programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as You exercise to safeguard the confidentiality of Your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with Your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct Your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of Your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on Your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to You "as-is" without any warranty of any kind. Upon termination, You shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

$B in Total Assets: is defined as one billion U.S. Dollars (or the equivalent amount in the applicable local currency) of Your latest published or internally available "Total Asset Value" as disclosed in Your annual report and/or regulatory filings.

For the purposes of the Oracle Financial Services Trade-Based Anti Money Laundering Enterprise Edition Program, the "Total Asset Value" disclosed in Your annual reports and/or regulatory filings refers to Your lines of business that are involved with trade finance and includes but is not limited to, corporate banking, institutional banking, global banking, or other lines of business that You specified in Your annual reports and/or regulatory filings.

$M in Total Assets: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of assets that is managed by the Program.

For the purposes of the Oracle Banking Treasury Management Program, assets include, but are not limited to, foreign exchange assets, money market instruments, derivatives, securities, trading portfolio assets, financial assets, fixed income trading assets, treasury assets, and equity assets.

$M in Trades: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in trades that are managed in the licensed Program during a 12 month period. The total value of all trades that are managed in the licensed Program during a 12 month period must be counted for the purposes of determining the number of licenses required.

$M in Trade Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of trades that are managed in the Program at any given time. A trade includes, but is not limited to, letters of credit, bank guarantees, shipping guarantees, delivery order, standby letters of credit, bills discounted, bills under collection, reimbursement role exposures, trade finance loans, and bank payment obligation.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the Program.

25 Transactions per Second: is defined as twenty-five transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 1 second interval during peak usage must be counted.

100 Transactions per Second: is defined as one hundred transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 30 second interval divided by 30 must be counted.

For the purposes of the following Program: Oracle Control Plane Monitor, Transaction Per Second is the total number of messages (requests/responses) from the source to destination regardless of how many devices and/or segments the messages traverse.

250K Transactions per Second: is defined as two hundred and fifty thousand transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 5 second interval during peak usage divided by 5 must be counted.

500 Transactions per Second: is defined as five hundred transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 5 second interval during peak usage divided by 5 must be counted.

1K Transactions: is defined as one thousand unique transactions processed through the Program during a 12 month period. You may not exceed the licensed number of transactions during a 12 month period unless You acquire additional transaction licenses from Oracle.

For the purposes of the Oracle FLEXCUBE Universal Banking Adapter for Blockchain Payments Program, 1K Transactions is defined as one thousand unique payment transactions that are processed through the Program.

For the purposes of the Oracle FLEXCUBE Universal Banking Adapter for Blockchain Trade Finance for Buyer's Credit Program, 1K Transactions is defined as one thousand unique trade finance transactions that are processed through the Program.

10K Transactions: is defined as ten thousand transactions processed through the Program during a 12 month period.

For the purposes of the Oracle Banking Payments Program, transactions include but are not limited to funds transfers, card payments, online payments, mobile payments, financial service kiosk originated payments, biometric payments, P2P payments, electronic direct debits, instruments collections, demand drafts and banker's cheques.

For the purposes of the Oracle Banking Cash Management Program, transactions include, but are not limited to, physical invoices, electronic invoices, bills collected, and any other modes of receivables and/or payables such as checks, cash, electronic clearing, book transfers, and direct debits. Each transaction processed by the Program and included in a bulk transaction must be counted.

1M Transactions: is defined as one million transactions processed through the Program during a 12 month period.

For the purposes of the Oracle Banking Payments for Enterprise Program, transactions include but are not limited to cross border payments, low value payments, high value payments, direct debits, faster payments, clearing and demand drafts.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

Transactions per Second (TPS): is defined as the maximum rate of transactions between any client and server represented by a request message and a response message, traversing the licensed software. You must count all transactions received and transmitted averaged over a 30-second interval during the highest period of peak usage.

Transaction per Second Per Card: is defined as a transaction per Eagle Application card between client–server protocol with explicit support of agents (intermediaries) where each transaction contains a request message and a response message. The total number of new transactions per Eagle Application card over a 30 second interval during peak usage divided by 30 must be counted.

Transaction Services Client: is defined as a device that is used to receive data from an external source to record a sales transaction (e.g., a device in a coffee shop that is used by customers to enter their sandwich orders). If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Simphony Transaction Services Program, devices that are used to send property or revenue center configuration to an external source must be counted as Transaction Services Clients. For example, if a digital signage provider wants to display menu item information (e.g., price, name, etc.) on a menu board behind the counter and the menu board system requests that a device provides a list of the menu items and prices that are available for purchase, then that device must be licensed as Transaction Services Client.

500 Transaction Units per Second: is defined as five hundred SS7 over IP transactions per second that include M3UA or M2PA encoded messages.

Transcoding Session: is defined as one established virtual connection (with media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment being transcoded, and (b) which are traversing the licensed software. The maximum number of transcoding sessions that are simultaneously traversing the licensed software at any one time must be licensed.

Trial: is defined as each research project, study or procedure created, modified, tracked and/or conducted by a sponsor using the licensed Program(s) or service(s).

For the purposes of the Oracle Health Sciences Data Management Workbench Enterprise Program, a Trial is defined as a research project, study or procedure that starts on or after

the effective date (the "Effective Date") of the applicable Oracle order under which You licensed the Oracle Health Sciences Data Management Workbench Enterprise Program and that uses the Oracle Health Sciences Data Management Workbench Enterprise Program. You must have licenses for the Program equal to the number of Trials that start in each consecutive 12 month period that follows the Effective Date. Trials completed by a third party and loaded into the Oracle Health Sciences Data Management Workbench Enterprise Program ("Third Party Trials") are not counted for licensing purposes provided that You complete and load these Third Party Trials into the Oracle Health Sciences Data Management Workbench Enterprise Program within 90 days of the creation date in the Oracle Health Sciences Data Management Workbench Enterprise Program of the applicable Third Party Trial. If You load any additional data or send any discrepancies to a third party for these Third Party Trials into the Oracle Health Sciences Data Management Workbench Enterprise Program after the applicable 90 day period, then You must purchase additional Trial licenses for these Third Party Trials.

TSM tunnel: is defined as one tunnel connecting a device running the TSM SDK with the Tunneled Services Control Function (TSCF) interface on the licensed software. The maximum number of TSM tunnels that are simultaneously terminated on the licensed software at any one time must be licensed.

100 Tunnels: is defined as one hundred connections where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol).

For the purposes of the Oracle Communications Session Border Controller – TSC Program, only Tunneled Services Control Function (TSCF) tunnels must be counted.

1K Tunnels: is defined as one thousand connections where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol).

Tunnel: is defined as one connection where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol).

Tunnel of IPsec IMS AKA: is defined as one Internet Protocol Security (IPsec) tunnel termination where each tunnel secures SIP signaling with IMS endpoints using the IMS-AKA (IMS Authentication and Key Agreement) crypto key exchange mechanism. The maximum number of tunnels of IPsec IMS AKA that are simultaneously terminated on the licensed software at any one time must be licensed. It should be noted that each IMS endpoint utilizes two IMS-AKA tunnels simultaneously.

TUPS per Domain: is defined as transaction units per second per domain.

A transaction unit shall mean a unit of functionality executed by the licensed Program. For the purposes of the Oracle Communications Services Gatekeeper (OCSG) Program, an example of a transaction unit is a call setup or the sending of a message. For the purposes of the Oracle Communications Converged Application Server– Service Controller (OCCAS-SC) Program, an example of a transaction unit is service brokering a call between an

IN network and an IP network. A transaction unit consists of (a) for the OCSG Program, one request and one or more related responses as evidenced by the statistics generated by the licensed OCSG Program, or (b) for the OCCAS-SC Program, one request executed in an inter-working module as evidenced by the statistics generated by the licensed OCCAS-SC Program. The request may originate from the licensed Program and the corresponding response may originate from the network, or alternately, the request may originate from the network and the corresponding response may originate from the licensed Program. A domain is defined as one or more OCSG or OCCAS-SC instances (and their associated resources) that You manage with a single administration server and the instances may include multiple clustered instances as well as non-clustered instances. For the purposes of this definition, a cluster shall mean one or more physical hardware servers located at a single geographical site. For a given domain, the licensed Program monitors the number of transaction units per second executed over 5 minute intervals. For the purposes of calculating the number of Your TUPS per Domain, the total number of transaction units per second executed by the licensed Program in a given domain during the busiest 60 consecutive minute period in a given 24 hour period will be reported by the Program and shall be divided by 3600.

UPK Developer: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the product documentation.

User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a user in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted.

100 Utilities Assets: is defined as one hundred records of Utilities Assets that are stored in the Oracle Utilities Asset Management Base program. Utilities Assets are devices tracked using the program, including, but not limited to, meters, communication devices, components, motors, pumps, pipes and vehicles.

100 Utilities Devices: is defined as one hundred active hardware or firmware elements in the utility's network. Utilities devices include, but are not limited to, meters, grid devices, home area network devices, and demand response devices. A device's active status is defined by its status in the database of the applicable Oracle Program.

For the Oracle Utilities Market Settlement Management Program, all active devices (both in the database plus any
other devices used in settlement calculations including performing settlement calculations on aggregated values of devices which are not stored directly within the application) are counted.

Utilities System: is defined as a single implementation of the licensed Program. A single implementation includes a single production environment, and any number of each of the following: test, development, and highavailability environments. Two different implementations of the licensed Program, even if the basic configuration is the same, are considered two separate Utilities Systems that must each be licensed. For example, if the Oracle Utilities Live Energy Connect Program is deployed in two separate utility sites (such as two pumping facilities or substations) then two Utilities System licenses are required.

Video Wrapper: is defined as a standardized container that acts as a file system for video assets installed per site. Examples of video wrapper formats include GXF, MXF, OP1A, AVI, Quicktime and LXF.

Virtual Account: is defined as a customer account that is opened, maintained and stored in the Program. All dormant virtual accounts shall be considered to be virtual accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be virtual accounts for the purposes of licensing requirements.

Virtual Identifier: is defined as an identifier assigned to a customer by a Financial Institution for use within the licensed Program regardless of whether the identifier is actively being used by a Financial Institute at any given time.

Web Services API License Session: is defined as one session under the control of the Web Services API. The maximum number of Web Services API license sessions that are simultaneously under the control of the licensed product at any one time must be licensed.

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

$M in Written Premium: is defined as (a) for life and health insurance companies, one million U.S. Dollars (or the equivalent amount in the applicable local currency) of Net Written Premium and Annuity Considerations for the specific lines of businesses for which the applicable Program is used and (b) for property and casualty insurance companies, one million U.S. Dollars (or the equivalent amount in the applicable local currency) of Net Written Premium for the specific lines of businesses for which the applicable Program is used. Net Written Premium shall include the premium income retained by You, directly or through reinsurance after payments made for reinsurance, and Annuity Considerations shall include money deposited in annuity contracts. In the United States, the definitive

source for data on Net Written Premiums and Annuity Considerations shall be the annual statement that You file with the applicable state insurance commission. In other countries, the definitive source for data on Net Written Premiums and Annuity Considerations shall be the applicable local governing body for insurance which publishes the breakdowns by line of business.

Workstation: is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

Term Designation
1 Year Term: A Program license specifying a 1 Year Term shall commence on the Effective date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term, the Program license shall terminate automatically.

CURRENCY MATRIX
For License Metrics that reference One Million U.S. Dollars, One Billion U.S. Dollars and One Thousand U.S. Dollars, please find the equivalent amount per the Applicable Currency below. "Applicable Currency" is defined as the currency specified in the Summary of Fees section on your order.

CURRENCY	EQUIVALENT AMOUNT TO ONE MILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE BILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS
Albania Lek	ALL 106,602,200	ALL 106,602,200,000	ALL 106,602.20
Argentina Peso	ARS 75,191,100	ARS 75,191,100,000	ARS 75,191.10
Australian Dollar	AUD 1,446,700	AUD 1,446,700,000	AUD 1,446.70
Bangladesh Taka	BDT 84,487,700	BDT 84,487,700,000	BDT 84,487.70
Bosnian Mark	BAM 1,807,700	BAM 1,807,700,000	BAM 1,807.70
Brazilian Real	BRL 5,273,900	BRL 5,273,900,000	BRL 5,273.90
Bulgaria Lev	BGN 1,756,600	BGN 1,756,600,000	BGN 1,756.60

Canadian Dollar	CAD 1,348,400	CAD 1,348,400,000	CAD 1,348.40
Chilean Peso	CLP 776,468,000	CLP 776,468,000,000	CLP 776,468
Chinese Yuan	**CNY 6,822,000**	**CNY 6,822,000,000**	**CNY 6,822**
Colombian Peso	COP 3,733,000,000	COP 3,733,000,000,000	COP 3,733,000
Costa Rican Colón	CRC 593,692,000	CRC 593,692,000,000	CRC 593,692
Croatian Kuna	HRK 6,668,500	HRK 6,668,500,000	HRK 6,668.50
Czech Koruna	CZK 23,242,500	CZK 23,242,500,000	CZK 23,242.50
Danish Kroner	DKK 6,616,100	DKK 6,616,100,000	DKK 6,616.10
Egyptian Pound	EGP 16,808,700	EGP 16,808,700,000	EGP 16,808.70

CURRENCY	EQUIVALENT AMOUNT TO ONE MILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE BILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS
Euro	EUR 898,100	EUR 898,100,000	EUR 898.10
Hong Kong Dollars	**HKD 7,749,900**	**HKD 7,749,900,000**	**HKD 7,749.90**
Hungarian Forint	HUF 316,480,000	HUF 316,480,000,000	HUF 316,480
Iceland Krone	ISK 137,080,000	ISK 137,080,000,000	ISK 137,080
Indian Rupee	**INR 74,001,300**	**INR 74,001,300,000**	**INR 74,001**
Indonesian Rupiah	IDR 14,410,000,000	IDR 14,410,000,000,000	IDR 14,410,000
Israel Shekel	ILS 3,614,600	ILS 3,614,600,000	ILS 3,614.60

Japanese Yen	JPY 120,000,000	JPY 120,000,000,000	JPY 120,000
Kazakhstan	KZT 360,360,000	KZT 360,360,000,000	KZT 360,360
Kenyan Shilling	KES 101,027,500	KES 101,027,500,000	KES 101,027.50
Korean Won	KRW 1,194,520,000	KRW 1,194,520,000,000	KRW 1,194,520
Kuwait Dinar	KWD 290,000	KWD 290,000,000	KWD 290
Macau	MOP 7,984,100	MOP 7,984,100,000	MOP 7,984.10
Malaysian Ringgit	MYR 4,054,300	MYR 4,054,300,000	MYR 4,054.30
Maldives Rufiyaa	MVR 15,380,000	MVR 15,380,000,000	MVR 15,380
Mexican Peso	MXN 20,051,600	MXN 20,051,600,000	MXN 20,051.60
New Zealand Dollar	NZD 1,536,100	NZD 1,536,100,000	NZD 1,536.10
Norwegian Krone	NOK 9,851,900	NOK 9,851,900,000	NOK 9,851.90
Pakistan Rupee	PKR 165,613,000	PKR 165,613,000,000	PKR 165,613
Peru Sol	PEN 3,369,900	PEN 3,369,900,000	PEN 3,369.90
Philippine Peso	PHP 51,788,000	PHP 51,788,000,000	PHP 51,788
Polish Zloty	PLN 3,856,300	PLN 3,856,300,000	PLN 3,856.30
Pounds Sterling	GBP 792,200	GBP 792,200,000	GBP 792.20
CURRENCY	**EQUIVALENT AMOUNT TO ONE MILLION U.S. DOLLARS**	**EQUIVALENT AMOUNT TO ONE BILLION U.S. DOLLARS**	**EQUIVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS**

Qatari Riyal	QAR 3,640,800	QAR 3,640,800,000	QAR 3,640.80
Romanian New Leu	RON 4,092,200	RON 4,092,200,000	RON 4,092.20
Russian Rouble	RUB 70,698,500	RUB 70,698,500,000	RUB 70,698.50
Saudi Arabia Riyal	SAR 3,750,400	SAR 3,750,400,000	SAR 3,750.40
Serbian Dinar	RSD 105,982,300	RSD 105,982,300,000	RSD 105,982.30
Singapore Dollar	SGD 1,381,900	SGD 1,381,900,000	SGD 1,381.90
South African Rand	ZAR 17,320,500	ZAR 17,320,500,000	ZAR 17,320.50
Swedish Krona	SEK 9,562,200	SEK 9,562,200,000	SEK 9,562.20
Swiss Franc	CHF 1,007,200	CHF 1,007,200,000	CHF 1,007.20
Taiwanese Dollar	TWD 31,611,000	TWD 31,611,000,000	TWD 31,611
Thai Baht	THB 31,827,000	THB 31,827,000,000	THB 31,827
Turkish Lira	TRL 7,691,400	TRL 7,691,400,000	TRL 7,691.40
United Arab Emirates Dirham	AED 3,673,000	AED 3,673,000,000	AED 3,673
Vietnamese Dong	VND 23,411,000,000	VND 23,411,000,000,000	VND 23,411,000

ORACLE LICENSING RULES

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, Your license for the Programs listed on the US Oracle Technology Price List, which may be accessed at http://www.oracle.com/us/corporate/pricing/pricelists/index.html, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for

up to a total of ten separate 24-hour periods in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two 24-hour periods). The above right only applies when a number of machines are arranged in a cluster and share one logical disk array in a single data center. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must either switch back or designate that repair server as the failover node. Once the failover period has exceeded ten 24-hour periods, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate 24-hour periods even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate 24-hour periods limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, Your license for the Oracle Database includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.

- If you are licensing the Oracle database Program, you may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of data formats included in or produced by that Program; the foregoing includes a prohibition on reverse engineering of code, data structures, file formats or memory formats included in or produced by that Program or use of any tools or products that have been derived from the reverse engineering of that Program or those data formats.

- Exadata Database In-Memory may only be used on Exadata Database Machines and Oracle Superclusters.

- Exadata Multitenant may only be used on Exadata Database Machines and Oracle Superclusters.

- WebLogic Server Standard Edition does not include WebLogic Server Clustering.

- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but You must use only the included Oracle Standard Edition One as the target database.

- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Extended Edition Program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications Programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance

Management Applications) are the source and non-Oracle Business Intelligence application Programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.

- With respect to the Java SE Advanced and Java SE Suite Programs, You may not create, modify, or change the behavior of, or authorize Your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these Programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at http://oracle.com/contracts. Additional copyright notices and license terms applicable to portions of the Programs are set forth at http://oracle.com/contracts.

- Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle

Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health

Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Primavera, Oracle Hospitality, Oracle XBRi, and Oracle Relate. For those prefixes designated above with a "*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at http://oracle.com/contracts. Notwithstanding anything above, Oracle Business Intelligence Suite Extended Edition for Oracle Applications may only be used with "eligible" Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name provided that the Oracle Fusion Human Capital Management Programs are the only Programs configured to run against the database instance Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics Programs. Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the following Programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and

Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use Programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.

- Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Suite Foundation Edition); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source

systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Suite Foundation Edition); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.

- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.

- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.

- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.

- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications Program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.

- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.

- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The Programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single signon to eligible Oracle Applications.

- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.

- Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.

- The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs may only be used to access data from the Hyperion Planning Plus Program. The Oracle Data Integrator for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus

Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.

- The license for the Hyperion Profitability and Cost Management Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs may only be used to access data from the Hyperion Profitability and Cost Management Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 25 Named Users Plus per Processor:

PROGRAM	NAMED USER PLUS MINIMUM
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
NoSQL Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate for Mainframe	25 Named Users Plus per Processor

PROGRAM	NAMED USER PLUS MINIMUM
GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor

Data Integrator Enterprise Edition for Oracle Applications	25 Named Users Plus per Processor
GoldenGate for Big Data	25 Named Users Plus per Processor
GoldenGate Foundation Suite	25 Named Users Plus per Processor
GoldenGate for Oracle Applications	25 Named Users Plus per Processor
Endeca Discovery Foundation for Oracle Applications	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition One	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
API Gateway	10 Named Users Plus per Processor

Appendix B   171   Contract ID 1000020990
Exhibit B2: Oracle License Definitions
and Rules Booklet (December 11, 2020)

BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor

PROGRAM	NAMED USER PLUS MINIMUM
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Managed File Transfer	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
Event Processing	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Process Management Standard Edition	10 Named Users Plus per Processor
Application Adapters	10 Named Users Plus per Processor
Oracle E-Business Suite Adapter	10 Named Users Plus per Processor
Integration Adapter for SAP R/3	10 Named Users Plus per Processor
Integration Adapter for JD Edwards World	10 Named Users Plus per Processor
Integration Adapter for Siebel	10 Named Users Plus per Processor
Cloud Adapters	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor

Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor
WebCenter Suite Plus	10 Named Users Plus per Processor
WebCenter Portal	10 Named Users Plus per Processor
WebCenter Content	10 Named Users Plus per Processor
WebCenter Sites	10 Named Users Plus per Processor
WebCenter Sites Satellite Server	10 Named Users Plus per Processor
WebCenter Universal Content Management	10 Named Users Plus per Processor
PROGRAM	**NAMED USER PLUS MINIMUM**
WebCenter Imaging	10 Named Users Plus per Processor
WebCenter Forms Recognition	10 Named Users Plus per Processor
WebCenter Enterprise Capture	10 Named Users Plus per Processor
WebCenter Distributed Capture	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Sites Mobile Option	10 Named Users Plus per Processor
Enterprise Identity Services Suite	10 Named Users Plus per Processor
Identity Governance Suite	10 Named Users Plus per Processor
Access Management Suite Plus	10 Named Users Plus per Processor
Entitlements Server	10 Named Users Plus per Processor

Entitlements Server Security Module	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the Program is installed on a one-processor machine that allows for a maximum of one user per Program.

PROGRAM	NAMED USER PLUS MINIMUM
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed. If licensing by Processor, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the Programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed; in that case the number of cores used to determine the number of licensed processors for the Programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated Program listed in Column B. Associated Programs are those Programs being used in conjunction with the Program in Column A.

COLUMN A	COLUMN B
Database Enterprise Edition Options*- Multitenant, Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Spatial and Graph, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Advanced Analytics, Database In-Memory, Retail Data Model, Communications Data Model, Airlines Data Model, Utilities Data Model	Oracle Database Enterprise Edition

Database Enterprise Management*- Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database	
RDB Server Options*- TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options**- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Unified Business Process Management Suite, WebLogic Coherence Grid Edition Option	WebLogic Suite
WebLogic Server Enterprise Edition and WebLogic Suite Options**- WebLogic Server Multitenant, WebLogic Server Continuous Availability	Associated application server Program being managed by the Program in Column A.
SOA Suite for Oracle Middleware Options**- Integration Continuous Availability	SOA Suite for Oracle Middleware
Application Server Enterprise Management**- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware, Management Pack for Oracle Data Integrator	Associated application server Program being managed by the Program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe
GoldenGate Foundation Suite	Oracle GoldenGate, Oracle GoldenGate for Non Oracle Database, GoldenGate for Mainframe licenses

Tuxedo Advanced Performance Pack**	Tuxedo
Business Intelligence Server Enterprise Edition Options- Interactive Dashboard, Delivers, Answers	Business Intelligence Server Enterprise Edition
Business Intelligence Suite Extended Edition Option- Business Intelligence Management Pack	Business Intelligence Suite Extended Edition
COLUMN A	**COLUMN B**
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Management Pack for Oracle Data Integrator	Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, or Oracle Data Integrator Enterprise Edition for Oracle Applications
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management - Enterprise Edition Adapter for Financial Management, Hyperion Financial Data Quality Management – Enterprise Edition Adapter Suite, Hyperion Financial Data Quality Management – Enterprise Edition ERP Source Adapter for SAP	Hyperion Financial Data Quality Management for Hyperion Enterprise

*If licensing by Named User Plus You must maintain, at a minimum, 25 Named Users Plus per Processor per associated Program.

** If licensing by Named User Plus You must maintain, at a minimum, 10 Named Users Plus per Processor per associated Program.

Licensing Rules for Applications

You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts

Licensing Rules for ATG Applications

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program.

- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

Licensing Rules for Oracle Communications Programs

- You have the right to use the Oracle Communications Advanced Billing and Revenue Management Server Program, the Oracle Communications Advanced Billing and Revenue Management Server Extensions and the Oracle Communications Advanced Billing and Revenue Management Market Extensions up the specified amount of application annual revenue defined in this order for the specified Application/Scope of Use.

- Your license for the Oracle Communications Billing and Revenue Management for Convergent Rating Program includes a right to use the Batch Rating Module at no additional charge consistent with the rights granted for the Oracle Communications Billing and Revenue Management for Convergent Rating Program.

- Your license for the Oracle Communications Billing and Revenue Management Server for Roaming Program includes a right to use the Batch Rating Module at no additional charge consistent with the rights granted for the Oracle Communications Billing and Revenue Management Server for Roaming Program.

Licensing Rules for Oracle Construction and Engineering Programs

- For the purposes of the following Primavera Programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, You acknowledge that You have both read and understand the limited Software Update License & Support services that are available for these Programs, as described in Oracle's Technical Support Policies.

- For purposes of the Primavera SureTrak and Primavera P3 Project Planner Programs, You acknowledge that the agreement delivered to You with these Programs, and not the end user license agreement contained in the product installation, governs the end user's use of these Programs.

- For the purposes of the following Programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

- For the purposes of the following Programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.

- For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement referenced on this ordering document (i.e., the Oracle License and Services Agreement), and not the end user license agreement contained in the product installation, governs your use of these programs.

Licensing Rules for Oracle E-Business Suite Applications

- Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (https://support.oracle.com). For new or

unsupported customers, please contact Your Oracle Account Manager for this information.

- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.

- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.

Licensing Rules for Oracle Financial Services Programs

- For the purposes of the following Programs: Oracle Banking Payments ACH Connectivity Pack 1, Oracle Banking Payments RTGS Connectivity Pack 1, Oracle Banking Payments RTP Connectivity Pack 1, Oracle Banking Payments RTP Connectivity Pack 2, and Oracle Banking Payments Cross Border Payments Connectivity Pack 1, the countries and the networks supported by these Programs are specified in the Program Documentation.
- For the purposes of the following Programs: Oracle Banking Payments ACH Messaging Pack 1, Banking Payments ACH Messaging Pack 2, Banking Payments RTP Messaging Pack 1, Banking Payments RTP Messaging Pack 2, Banking Payments RTGS Messaging Pack 1, Banking Payments RTGS Messaging Pack 2, and Oracle Banking Payments Cross Border Payments Messaging Pack 1, the countries and the networks supported by these Programs are specified in the Program Documentation.

Licensing Rules for Oracle Hospitality Cruise Applications

The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

Licensing Rules for Oracle Hospitality Food and Beverage Applications

- The Oracle Hospitality Technology Foundation for Food and Beverage Program may only be used with Oracle Hospitality Food and Beverage Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.
- The Oracle Hospitality Simphony Base Software programs may be operating on Oracle MICROS hardware running the Oracle Linux for MICROS operating system. The Oracle Linux for MICROS operating system is licensed pursuant to the terms of the Oracle Linux license agreement delivered with the Oracle MICROS hardware. In the event that technical support for Oracle Hospitality Simphony Base Software programs includes any updates, bug fixes, and security fixes for the Oracle Linux for MICROS operating system, then those updates, bug fixes, and security fixes are subject to the terms of the Oracle Linux license agreement delivered with the Oracle MICROS hardware.

Licensing Rules for Oracle Hospitality Hotels Applications

- The Oracle Hospitality Technology Foundation Programs may only be used with Oracle Hospitality Hotel Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.
- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.

- The Oracle Hospitality Suite8 Property Resort Edition Program is limited to 30 functions as defined in the Program Documentation.

The number of licenses for the Oracle Hospitality Hotels Programs listed below in column A must match the number of licenses of the associated Oracle Hospitality Hotels Program listed in column B.

COLUMN	COLUMN B
Oracle Hospitality OPERA Property Add-on Modules - Oracle Hospitality OPERA Hotel Mobile, Oracle Hospitality OPERA Mobile, Oracle Hospitality OPERA Multiproperty Cross Profiles and Configurations, Oracle Hospitality OPERA Multiproperty Cross Reservation, Oracle Hospitality OPERA Multiproperty Cross Postings, Oracle Hospitality OPERA Advanced Reporting and Analytics, Oracle Hospitality OPERA Commission Handling, Oracle Hospitality OPERA Membership for Frequent Guest and Flyer, Oracle Hospitality OPERA Web Self Service	Oracle Hospitality OPERA 5 Property Premium OR Oracle Hospitality OPERA 5 Property Standard OR Oracle Hospitality OPERA 5 Property Lite
Oracle Hospitality OPERA Sales and Catering Add-Ons for Hotels – Oracle Hospitality OPERA 5 Sales and Catering Multi- Property Base, Oracle Hospitality OPERA 5 Sales and Catering Multiproperty Group Room Control and Function Diary, Oracle Hospitality OPERA 5 Sales and Catering Reporting and Analytics, Oracle Hospitality OPERA 5 Sales and Catering Web Self Service	Oracle Hospitality OPERA 5 Sales and Catering Premium OR Oracle Hospitality OPERA 5 Sales and Catering Standard OR Oracle Hospitality OPERA 5 Sales and Catering Lite
Oracle Hospitality Suite8 Property Add-On Modules* – Oracle Hospitality Suite8 Property Loyalty and Membership, Oracle Hospitality Suite8 Property Spa and Leisure, Oracle Hospitality Suite8 Central Shared Profiles and Reports, Oracle Hospitality Suite8 Central Cross Reservations, Oracle	Oracle Hospitality Suite8 Property Professional Edition OR Oracle Hospitality Suite8 Property Resort Edition, OR Oracle Hospitality Suite8 Property Small Business Edition

Hospitality Suite8 Property Travel Agent Commission, Oracle Hospitality Suite8 Property Conference and Catering, Oracle Hospitality Suite8 Property Conference and Catering Room Planner, Oracle Hospitality Suite8 Hotel Mobile, Oracle Hospitality Suite8 Property Bed Management	
COLUMN	**COLUMN B**
Oracle Hospitality Suite8 Property Interfaces*- Oracle Hospitality Suite8 Property One-Way Online Interface, Oracle Hospitality Suite8 Property Two-Way Online Interface, Oracle Hospitality Suite8 Property Telephony Management System Interface, Oracle Hospitality Suite8 Property Call Accounting System Interface (EMEA and APAC Regions), Oracle Hospitality Suite8 Property Voice Mail System Interface, Oracle Hospitality Suite8 Property Point-of-Sale Interface, Oracle Hospitality Suite8 Property Key Services System Interface Oracle Hospitality Suite8 Property Video Services Interface, Oracle Hospitality Suite8 Property Video Posting Only System Interface Oracle Hospitality Suite8 Property Minibar System, Oracle Hospitality Suite8 Property Electronic Funds Transfer Interface, Oracle Hospitality Suite8 Property Building Management System Interface, Oracle Hospitality Suite8 Property Vending System Interface, Oracle Hospitality Suite8 Property Miscellaneous System Interface, Oracle	Oracle Hospitality Suite8 Property Professional Edition OR Oracle Hospitality Suite8 Property Resort Edition, OR Oracle Hospitality Suite8 Property Small Business Edition

Hospitality Suite8 Property Internet Posting System Interface Oracle Hospitality Suite8 Property Back Office Interface, Oracle Hospitality Suite8 Property Voucher Redemption Interface, Oracle Hospitality Suite8 Property Conference and Catering Event Display Interface, Oracle Hospitality Suite8 Property Back Office Interface for baVel, Oracle Hospitality Suite8 Property Interface for HIS-Solution, Oracle Hospitality Suite8 Property Interface for TAC Voucher Redemption	

*Note: The Oracle Hospitality Suite8 Programs are only applicable to the EMEA and APAC Regions.

Licensing Rules for JD Edwards Applications

The Foundation Program contains the development foundation environment/toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer Programs generated by You utilizing the development tools included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for MySQL Programs

The MySQL Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details 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 Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

Licensing Rules for PeopleSoft Applications

- Your use of the Campus Self Service and Student Administration components within the Campus Solutions Program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.

- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual OBOL for Windows compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft programs that you have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.

- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual OBOL for Linux and UNIX compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft programs that you have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.

- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual OBOL for Linux and UNIX compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft programs that you have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b)

technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.

Licensing Rules for Oracle Retail Programs

The Oracle Retail Technology Foundation for Store Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Back Office Program, the Oracle Retail XStore Point of
Service Program and the Oracle Retail XStore Office Program. Any use of the Oracle Retail Technology Foundation for Store Applications Program by other Oracle Programs or third party programs is not permitted.

Licensing Rules for Siebel Applications

- For the Siebel Branch Teller Services Program, Siebel Internet Banking Services Program, Siebel Retail Finance Foundation Services Program and the Siebel Financial Transactions Workbench Program, You may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the Program Documentation, all in accordance with the Program Documentation, and provided that such materials or modified materials shall be used solely with Your licensed use of such Programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the Programs, ancillary Programs, Program Documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes You to use the Program on only one Computer for a maximum of 20 Concurrent Users at any given time. A "Concurrent User" is defined as each individual that may concurrently use or access the Programs. Concurrent Users may only be Your existing customers or Your prospective customers, and may not be Your business partners or Your employees.
- The Siebel Marketing Server Program is licensed on a Computer basis together with the number of unique Customer Records that You may access using the Program. A "Customer Record" is defined as each unique Record (including contact records, prospect records and records in external data sources) that You may access using the Program.
- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that

You may access using the Program together with the number of Brands that You may manage using the Program. A "Brand" is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users. An "Application

User" is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

- The users or processors of the Siebel Web Channel Program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the Programs that is defined in the Siebel Tools Program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for Systems Software Programs

Failover: Subject to the conditions that follow below, Your license for the following Programs: StorageTek QFS,

StorageTek QFS Client, Oracle Hierarchical Storage Manager, StorageTek Automated Cartridge System Library Software (ACSLS), includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate 24-hour periods in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two 24-hour periods). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must either switch back or designate that repair server as the failover node. Once the failover period has exceeded ten 24-hour periods, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate 24hour periods limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for Tekelec Programs

The Oracle Communications Technology Foundation for Monitoring Applications may only be used with the Oracle Communications Integrated Diameter Intelligence Hub, Oracle Communications Diameter Intelligence Hub, Oracle Communications Performance Intelligence Center Data Record Storage and Oracle Communications Performance Intelligence Center Management Programs. Any use of the Oracle Communications Technology Foundation for Monitoring Applications by other Oracle Programs or third party programs is not permitted.

Licensing Rules for Programs Licensed per UPK Module

Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the

underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by You using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by You solely for Your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to You concerning Your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by You as those contained in this agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Licensing Rules for Oracle Utilities Programs

Notwithstanding anything herein to the contrary: (a) you shall use MicroFocus Third Party Programs exclusively in conjunction with the Oracle Utilities Customer Care and Billing program licensed by you; (b) source code is not included for this program; and (c) this third party program is a supportable program.

ORACLE

Oracle Software Technical Support Policies

Effective Date: 08-January-2021

1.   OVERVIEW

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all Oracle software product lines.

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

To receive technical support as provided by Oracle Support Services ("OSS") as described in these Oracle Software Technical Support Policies, all programs must be properly licensed.

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

Except as otherwise specified in this section, product release and supported platforms information for all Oracle programs, other than Nimbula and MICROS Systems programs (US Cruise only), is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Nimbula programs will be provided to you in writing.

References to the Technical Support Policies in former Oracle, or vendors acquired by Oracle, agreements may vary (e.g., Software Support Services Terms and Conditions, Maintenance Services Policy, Standard Maintenance Program, product support policy, Support Services policies, Support Maintenance Agreement, Maintenance and Technical Support Agreement, Maintenance and Support Schedule 2.0, and Licensee Support Services Policy).

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 supported programs during the support period (defined below) for which fees for technical support have been paid.

To view a comparison of these Oracle Software Technical Support Policies and the previous version of the Oracle Software Technical 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 effective date of your order unless stated otherwise in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. 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.

License Set

A license set consists of (i) all of your licenses of a program, including any options* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Data Enterprise Management programs* (e.g., Database Enterprise Edition and Diagnostics Pack), or selfservice module* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, (ii) all of your licenses of a program that share the same source code**, or (iii) for Crystal Ball programs, the same licenses of a program contained on a single order, (iv) for Java Embedded Binary programs, all of the distributed units of the program(s) embedded in each unique Java Application Product pursuant to the Java Binary License and Redistribution Agreement ("BLRA") between you and Oracle, or (v) if you are distributing Java Restricted Use Binary programs or if you are distributing Java Embedded Binary programs under the Oracle Java Platform Integrator program ("OJPI"), all of the end user's licenses of the program(s) embedded or included in the Java Application Product pursuant to the BLRA. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.   *As specified on Oracle's price list.

**Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, Oracle Database Standard Edition 2 and Personal Edition
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier
- Oracle FLEXCUBE Core Banking programs
- Oracle FLEXCUBE Universal Banking for Retail programs
- Oracle FLEXCUBE Universal Banking for Corporate programs
- Oracle FLEXCUBE Lending & Leasing programs
- Oracle Daybreak programs
- Oracle Banking programs

If you are an Oracle partner and provide first line support to an end user (e.g., Embedded Software License ("ESL"), Application Specific Full Use ("ASFU"), or any other Oracle authorized provision of first line support), a license set consists of all of the end user's licenses of the program(s) embedded or included in the Application Package pursuant to the ESL Distribution Agreement, ASFU Distribution Agreement, or other distribution agreement between you and Oracle. If the end user also has Full Use licenses supported directly by you, then those Full Use licenses must also be supported at the same level as the ASFU or ESL licenses.

If Oracle is providing first line support for all of an end user's ASFU and Full Use licenses, then both the ASFU and Full Use licenses must be supported at the same level. However, if Oracle is providing first line support for an end user's Full Use licenses and you are providing first line support for the ASFU and/or ESL licenses, then the licenses would not be considered part of the same license set.

Matching Service Levels

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support, Oracle Communications Network Premier Support, or unsupported). If you add Extended Support, you still must maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

Reinstatement of Oracle Technical Support

If technical support lapses or was not originally purchased with a program license, 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 relevant program; (b) if you never acquired technical support

for the relevant programs, 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 program 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 program license order 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 month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

If you previously acquired technical support from an Oracle-authorized distributor and are now acquiring technical support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an order is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

Pricing Following Reduction of Licenses or Support Level
Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

Custom Application Bundles
Technical support may not be discontinued for a single program module within a custom application bundle.

Unsupported Programs
Customers with unsupported programs are not entitled to download, or receive updates, maintenance releases, patches, telephone assistance, or any other technical support

Exhibit B3: Oracle Software Technical
Support Policies (January 8, 2021)

services for unsupported programs. 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 programs.

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 programs 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 primary and four backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD$250,000 in net support fees per license set, you have the option to designate an additional two primary and four backup technical contacts. 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.

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 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 Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases (including any embedded third-party programs for which support has been retired by the manufacturer or vendor of such programs for which, in Oracle's good faith determination, it is no longer practicable for Oracle to support) and, therefore, Oracle reserves that right. However, program releases that are expressly identified within Oracle's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

First and Second Line Support

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs 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 programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs 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.

Third Party Vendor-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle.

Technical Support for Deveopment, Demonstration and End User Licenses

Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you have licensed to an end user you must, in addition to the

technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

3.   LIFETIME SUPPORT

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your order as, "Software Update
- License & Support" or "Oracle Communications Network Software Premier Support")
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered and except as noted below, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available. If offered, support may be extended for an additional three years with Extended Support for specific releases. Except as noted below, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

Alternatively, and if offered, support may be extended with Sustaining Support, which will be available for as long as you maintain technical support for your Oracle program licenses.

For specific programs that are, or will be covered by the Lifetime Support Policy, service levels offered, and timeframes refer to the following:

- For server technology programs view: Lifetime Support Policy: Coverage for Technology Products
- For fusion middleware programs view: Lifetime Support Policy: Coverage for Fusion Middleware
- For application programs view: Lifetime Support Policy: Coverage for Applications
- For retail application programs view: Lifetime Support Policy: Coverage for Retail Applications
- For Sun software and operating system products view: Lifetime Support Policy: Coverage for Sun Software and Operating System Products
- For Oracle Linux program releases view: Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM
- For OFSS programs view: Lifetime Support Policy: Coverage for Oracle Financial Services Software

General Exceptions

For Oracle Database releases designated as an "Oracle Database Innovation Release" in the Lifetime Support Policy and on ODSC, Premier Support will be available for two years from the generally available date. Please refer to the Lifetime Support Policy: Coverage for Technology Products document. ~~complete support lifecycle information.~~

Exceptions for customers with a current support contract running:

PeopleTools: The PeopleTools program, provided in conjunction with a PeopleSoft application program release, will be supported for as long as such application program release is supported. Patches and platform certifications for a PeopleTools minor release will be provided until 12 months after the next minor release is made generally available or Oracle announces that no future releases will be made; critical patch updates for a PeopleTools minor release may be provided for up to 24 months after the next minor release is made generally available.

You must apply PeopleTools minor releases in order to continue to receive Premier or Extended Support, if offered, for a PeopleSoft application program release. You may be required to apply PeopleTools minor releases to remain current with versions of third party technologies and products as supported by the provider of the third party product.

PeopleSoft application maintenance, which includes but is not limited to: images, patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools. Oracle reserves the right to make changes to the third party products included in the

PeopleTools program release which includes but is not limited to: (i) requiring newer versions of the third party products, (ii) changing the way in which third party products are packaged and distributed and (iii) replacing or remediating one or more third party products.

1. **Oracle Database 12c Release 1 (12.1):** The Extended Support fee has been waived for the period of August 2018 – July 2019. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below. For customers running the E-Business Suite programs, the Extended Support fee has been waived through July 2022 for those Oracle database 12.1 licenses that are used for running the E-Business Suite programs.

2. **Oracle Database 11gR2:** For customers running the Oracle database 11.2.0.4 release on the HP OpenVMS on Itanium platform, during the first year of Sustaining Support, January 2021 – December 2021, you will continue to receive Severity 1 fixes and security updates.

3. **Oracle Database 10gR2:** For customers running Oracle Database 10gR2 on the IBM z/OS platform, after July 2013, Extended Support will continue to be available at Oracle's then-current Extended Support fees. Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

4. **Oracle Database Standard Edition 2:** Customers with a current support contract for Oracle Database Standard Edition 2 will continue to receive technical support for previously licensed Oracle Database Standard Edition or Oracle Database Standard Edition One program releases. License restrictions are as specified in the license definitions and rules of the Oracle Database Standard Edition 2 order.

5. **Governance, Risk and Compliance Programs:** For Sustaining Support for the Governance, Risk and Compliance program releases specified below, Oracle will continue to provide Severity 1 fixes through May 2025.

PROGRAM	PROGRAM RELEASE
Application Access Controls Governor	8.x
Configuration Controls Governor	5.x
Enterprise Governance, Risk, and Compliance Manager	8.x
Enterprise Transaction Controls Governor	8.x
Fusion Governance, Risk, and Compliance Intelligence	3.x
PROGRAM	PROGRAM RELEASE
Preventive Controls Governor	7.x

6. **Java SE 7:** The Extended Support fee will be waived for the period June 2019 - July 2022. During this period, you will receive Extended Support as described in the Oracle Technical Support Levels section below.

7. **Oracle Business Intelligence Applications 11.1.1.10.2:** The Extended Support fee will be waived for the period January 2020-June 2021. During this period, you will receive Extended Support as described in the Oracle Technical Support Levels section below.

8. **WebLogic Server and Coherence 12.1.3:** Extended Support for the period of January 1, 2020 through January 31, 2021 will be limited to Severity 1 and security fixes.

9. **Oracle Database 12.2.0.1:** Premier Support error correction provided for the period of December 1, 2020 through March 31, 2022 will be limited to Severity 1 production fixes and security fixes delivered via the Quarterly Release Update (RU) process. Error Correction support will be available only for the following platforms: Linux x86-64, Solaris x86-64, Solaris SPARC, IBM AIX on Power Systems, IBM

Linux on System Z (ZLinux), HP-UX Itanium, Fujitsu BS2000, and Microsoft Windows x64. This extension excludes:

- Functional upgrades of any kind, issues associated with Third-Party software, and certifications with new versions of the OS
- Embedded components in the Oracle Database that rely upon de-supported releases of Java products; Updates to any cryptography related functionality, including, but not limited to, Transport Layer Security (TLS), network encryption, and other forms of secured communications

10. **Oracle Rdb and Oracle CODASYL Database 7.3.3:** The Extended Support fee will be waived for the period September 2020 - August 2021. During this period, you will receive Extended Support as described in the Oracle Technical Support Levels section below.

11. **Oracle Transportation Management/Global Trade Management 6.4**: The Extended Support fee will be waived for the period January 1, 2022 through December 31, 2022. During this period, you will receive Extended Support as described in the Oracle Technical Support Levels section below.

4.   ORACLE TECHNICAL SUPPORT LEVELS

Software Update License & Support

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, 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 the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.

- Regulatory updates for certain Oracle Financial Services and Oracle Banking Platform programs and jurisdictions will be delivered in accordance with the Oracle Financial Services Software and Oracle Banking Platform Regulatory Updates Delivery Policy document located here.
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL

Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition*, except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. (*Community Edition refers to MySQL licensed under the GPL license.)

- For Oracle VM VirtualBox Enterprise, Software Update License & Support (SULS) is limited to the platforms specified here. SULS is not available for Oracle VM VirtualBox Enterprise features noted as experimental; such features are specified in the Oracle VM VirtualBox User Manual located here
- 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

Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs) consists of:

- The Software Update License & Support described above
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification[1]
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of six months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at http://linux.oracle.com/backport-schedule.html

Note: Hardware certification will be provided for the first six years from the data a release of the Oracle Linux program becomes generally available. After six years, hardware certification may be provided at Oracle's sole discretion; however, Oracle is under no obligation to provide such hardware certification.

Limited Software Update License & Support is available for the Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas). The limited Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link: https://www.oracle.com/industries/health-sciences/support.html
- Non-technical customer service during normal business hours

Software Update License & Support for the qualifying Oracle Hospitality programs listed here: http://www.oracle.com/us/support/library/hospitality-programs-3840568.pdf ("Hospitality Programs") consists of:

- The Software Update License & Support described above
- First Line Support (Level 1)

For Oracle Hospitality programs 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[1]	RESPONSE TIME GOAL	UPDATE OR RESOLUTION
Severity 1	5 minutes	1 hour
Severity 2	2 hours	6 hours
Severity 3	8 hours	24 hours
Severity 4	24 hours	48 hours

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

- Severity 1: Major system disruption (e.g., a major disruption in business-critical system operability or functionality, server crash or total system failure)
- Severity 2: Severe system disruption (e.g., A severe disruption in business-critical functionality that does not impact the entire system such as: significant number of workstations/terminals unable to perform or post transactions, loss of ability to perform payment functions, total Loss of reporting (local or hosted), loss of all printing, failure to reset totals or complete EOD/SOD/Night Audit, reposting for a given date or range of date, an error within the portal that is preventing the customer from doing any function within the MyMicros portal, or very slow page or image loading, inaccessible tools interface
- Severity 3: Single function failure (e.g., a minor disruption in operability or functionality that does not impact the entire system such as: timekeeping issues, isolated printing failure, isolated workstation/terminal failure, MyMicros unable to review one report within the portal password resets for Oracle Cloud Applications, or Icare loyalty program that is not functioning or has stopped working)
- Severity 4: Minor/Procedural issue or question (e.g., programming or configuration related questions, questions relating to functionality, operability, or formatting or cosmetic problems)

Extended Support

Exteded Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program. In order to receive Extended Support, you must continue to pay the technical support fee for SULS/Premier Support and purchase Extended Support. Unless

otherwise stated in this section, Extended Support for eligible program releases consists of the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program) Upgrade scripts (availability may vary by program)

Major product and technology releases, 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 per week
- Regulatory updates for certain Oracle Financial Services and Oracle Banking Platform programs and jurisdictions will be delivered in accordance with the Oracle Financial Services Software and Oracle Banking Platform Regulatory Updates Delivery Policy document located here
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- 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 does not include:

- Certification with new third party products/versions

Extended Support for Java SE - Extended Support for eligible Java SE program releases consists of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- 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

Sustaining Support

Sustaining Support will be available after Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited. Unless otherwise stated in this section, program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during Premier Support and Extended Support (if offered and only after the Extended Support period ends)

- Tax, legal, and regulatory updates (availability may vary by country and/or program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade scripts (availability may vary by program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major product and technology releases, 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, on a commercially reasonable basis, 24 hours per day, 7 days a week,
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Oracle Linux - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- 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 patches, fixes, and security alerts created during the Premier Support period Sustaining Support for the Oracle Linux programs does not include:

- Access to new patches, fixes, and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification 	 Backport of fixes

Sustaining Support for Java SE - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:

- Minor updates and bug and security fixes created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)

- Upgrade tools created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per 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

Sustaining Support for the Java SE program releases does not include:

- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Nimbula – Nimbula program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to existing program updates and fixes only (i.e., new program updates and fixes will not be provided)
- Assistance with service requests during normal business hours.
- Ability to log service requests via the following email: Nimbula-Support_WW@oracle.com
- Non-technical customer service during normal business hours

Sustaining Support for the Nimbula program releases does not include:

- Access to new program updates and fixes
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Oracle Communications Network Software Premier & Sustaining Support

Oracle Communications Network Software Premier Support is available for the following program categories (collectively "Oracle Communications Network Premier Programs"): Diameter Signaling Router Network Function Edition; Integrated Diameter Intelligence Hub - Network Function Editions; Common Signaling; Performance Intelligence Center Network Function Edition; Policy Management Network Function Edition; Cloud Native Core; User Data Repository Network Function Edition; Perpetual license of Session Border Controller, Subscriber-Aware Load Balancer, Core Session Manager, Session Router, Mobile Security Gateway, Operations Monitor, Control Plane Monitor, Fraud Monitor, Application Orchestrator, and Evolved Communications Application Server; Net-Net Central applications; Elastic Charging Engine and Charging Traffic Monitor; Network Service Orchestration; Convergent Charging Controller; Recharge and Voucher Management; and Notification Gateway.

Oracle Communications Network Software Premier Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Remote installation of Oracle Communications Network Premier Programs
- 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 Network Software 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 program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.
- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Premier Program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program updates, fixes, security alerts, and critical patch updates, created during the Premier Support period
- Upgrade scripts (availability may vary by program) created during the Premier Support period
- Major product and technology releases, 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
- Non-technical customer service during normal business hours

Sustaining Support for the Oracle Communications Network Premier Program releases does not include:

- New program updates, fixes, security alerts, and critical patch updates
- Remote installation of Oracle Communications Network Premier Programs
- New upgrade scripts
- Certification with new third party products/versions
- Response Times identified above
- Previously released fixes or updates that Oracle no longer supports

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racle Communications Network Software Support & Sustaining Support

Oracle Communications Network Software Support is available for the following program categories (collectively "Oracle Communications Network Software Programs"): Oracle Communications EAGLE (non ISO), Oracle Communications Performance Intelligence Center, Oracle Communications Diameter Signaling Router, Oracle Communications Policy Management, Oracle Communications User Data Repository, and Oracle Communications Subscriber Data Management. Oracle Communications Network Software Support consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Certification with most new third-party products/versions (availability may vary by program)
- Remote installation of Oracle Communications Network Software Programs
- 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 Network Software 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 program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.
- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Software Program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program updates, fixes, security alerts, and critical patch updates created during the Support period
- 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

Sustaining Support for the Oracle Communications Network Software Program releases does not include:

- New program updates, fixes, security alerts, and critical patch updates
- Remote installation of Oracle Communications Network Software
- Certification with new third party products/versions
- Response Times identified above
- Previously released fixes or updates that Oracle no longer supports

5.   ADDITIONAL SUPPORT SERVICES AVAILABLE FOR PURCHASE

Incident Server Support Package

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests to be used within a 12 month period. Any unused service requests at the end of the support period shall expire. Incident Server Support for a program may be acquired with the initial program license purchase and, if acquired with such purchase, may be renewed for subsequent support periods for as long as Premier Support is available for your Oracle program license. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time Software Update License & Support is acquired. Incident Server Support is available for the following across all platforms:

- Oracle Database Incident Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, and Real Application Clusters
- Oracle Application Incident Server Support Package: Internet Application Server Enterprise Edition Internet Application Server Standard Edition, and Internet Application Server Java

Edition

Incident Server Support consists of:

- 10 service requests
- Access to My Oracle Support (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

Service requests requiring resolution of a program bug will not be counted against your overall service request total. Your access to Incident Server Support services, including My Oracle Support, ends on the earlier of (i) expiration of the support period; or (ii) resolution of your final service request. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering.

If you renew Incident Server Support Package, your renewal fee for such services will be based on Oracle's Incident Server Support Package 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. Incident Server Support Package is not subject to the Reinstatement of Oracle Technical Support section above.

Oracle Java Developent Tools Support

Oracle Java Development Tools Support is available for the following programs: Sun NetBeans, Oracle Enterprise Pack for Eclipse, and Oracle JDeveloper (downloaded from the Oracle Technology Network after June 28, 2005). If you acquire Oracle Java

Development Tools Support, you will receive support for all of the programs included above.

Oracle Java Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Java Development Tools Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Develper Studio Tools Support

Oracle Developer Studio Tools Support is available for the Oracle Developer Studio program.

Oracle Developer Studio Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Developer Studio Tools Support does not include upgrades to new program releases or access to Oracle Solaris or Oracle Linux updates, fixes or patches. Contractual caps on technical support fees do not apply to this service, unless expressly stated otherwise in the applicable order.

Oracle Application Development Framework Essentials Support

Oracle Application Development Framework Essentials Support is available for Oracle Application Development Framework (ADF) Essentials program releases.

Oracle Application Development Framework Essentials Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Application Development Framework Essentials Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Java SE Support and Java SE Support For Independent Software Vendors

As of June 1, 2017, the Java SE Support and Java SE Support for Independent Software Vendors ("ISVs") offerings are available for renewal only. These offerings are only in support of Java SE 7 program release.

Java SE Support and Java SE Support for ISVs consist of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per 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 These offerings are available for the following period:

AVAILABILITY
Through April 30, 2020

The services described above are in support of licenses you acquired separately. Bug fixes, security fixes and any updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Java SE program. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Java Embedded Development Support and Oracle Java Embedded Suite Development Support

Oracle Java Embedded Development Support is available for Oracle Java SE Embedded or Oracle Java ME Embedded program releases per Standard Binary. Oracle Java Embedded Suite Development Support is available for the Oracle Java Embedded Suite.

Both Oracle Java Embedded Development Support and Oracle Java Embedded Suite Development Support consist of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per 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

If you acquire Oracle Java Embedded Development Support or Oracle Java Embedded Suite Development Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and any updates received as part of the services described above shall be provided under the terms of the appropriate license

agreement that you accepted upon downloading and/or installing the Oracle Java SE Embedded, Oracle Java ME Embedded programs or Oracle Java Embedded Suite. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Solaris 10 Container Support

Oracle Solaris 10 Container Support is available for the Oracle Solaris 10 Container program.

Oracle Solaris 10 Container Support consists of:

- Access to Solaris 10 patches and fixes; including those created during Extended Support if offered
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Solaris 10 Container Support does not include upgrades to new program releases.

NoSQL Database Community Edition Support

NoSQL Database Community Edition Support is available for NoSQL Database Community Edition program releases.

NoSQL Database Community Edition Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
    - Non-technical customer service during normal business hours

NoSQL Database Community Edition Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Service Request Packages

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your at http://partner.oracle.com for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

Advanced Customer Support

If you acquire any of the following Advanced Customer Support services on your order, Oracle will provide the services as described in the applicable service description in the ACS Service Descriptions document published on http://www.oracle.com/contracts:

- Oracle Priority Support
- Oracle Priority Support for Hotel and Food and Beverage
- Oracle Priority Support Advantage
- Oracle Priority Support Connected
- Oracle Functional Help Desk for Oracle Retail and Hospitality
- Oracle Retail Store Open Support
- Oracle Retail Close Support

Business Critical Fixes and Limited Updates for Oracle E-Business Suite

Business Critical Fixes and Limited Updates for Oracle E-Business Suite is available for Oracle E-Business Suite release 12.1.3. If You acquire Business Critical Fixes and Limited Updates for Oracle EBusiness Suite on your order, Oracle will use commercially reasonable efforts to provide the following for one calendar year:

- Code fixes, data fixes, and/or workarounds for Severity 1 and Severity 2 service requests ("SRs")
- Periodic critical security patches and updates, on a schedule determined by Oracle, provided solely at Oracle's discretion for issues that pose a potential Severity 1 or Severity 2 business risk
- Product localizations for the applicable contract year, provided at Oracle's discretion, limited to legislative or regulatory updates backported from Oracle E-Business Suite release 12.2, including United States Tax Form 1099
- Periodic payroll tax updates, including start-of-year and end-of-year updates that are applicable during the contract year

The scope of this service includes commercially reasonable efforts to provide support and fixes for the Oracle E-Business Suite application and the technology components and versions embedded in the Oracle E-Business Suite application-tier technology stack. Details regarding the versions and patch levels for the Oracle E-Business Suite application-tier technology stack can be found on My Oracle Support in Infrastructure Requirements for Business Critical Fixes and Limited Updates for Oracle EBusiness Suite 12.1.3 (Doc ID 2647635.1). Support for versions of the Oracle Database used with Oracle E-Business Suite is subject to separate standard support policies and timelines for Oracle Database.

This service is available for the following periods:

BUSINESS CRITICAL FIXES AND LIMITED UPDATES FOR	AVAILABILITY

ORACLE E-BUSINESS SUITE		
12.1.3	January 01, 2022 – December 31, 2022	January 01, 2023 – December 31, 2023

The following restrictions and limitations apply:

- Your licensed Oracle E-Business Suite 12.1.3 must be currently supported with Software Update License & Support
- Except where otherwise explicitly included, external integrations, products, and technologies that are used in conjunction with Oracle E-Business Suite are excluded and subject to their own standard support policies and timelines
- Oracle reserves the right to exclude some Oracle E-Business Suite products from this service. The current list of excluded products are noted on My Oracle Support in Products Excluded from Business Critical Fixes and Limited Updates for Oracle E-Business Suite 12.1.3 (Doc ID 2658179.1)
- The Oracle E-Business Suite 12.1.3 environment must be updated to the minimum patch levels as described on My Oracle Support in Minimum Code Level Requirements for Business Critical Fixes and Limited Updates for Oracle E-Business Suite 12.1.3 (Doc ID 2658189.1)
- Any updates that require architectural changes to the Oracle E-Business Suite application are specifically excluded from this service
- Updates for Oracle E-Business Suite 12.1.3 will not be available any sooner than updates for a subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12.2 or higher) and such updates will be limited in scope to features that are available with such subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12.2 or higher), excluding any deprecated features
- Backporting of legislative or regulatory updates are provided at Oracle's discretion and will be limited to changes that are architecturally compatible with Oracle E-Business Suite 12.1.3.
- Payroll tax updates will be limited to United States, Canada, and the United Kingdom. All other countries and jurisdictions are specifically excluded from this service but may be available as a separate service from Oracle subject to additional fees
- The scope of this service also specifically excludes the following:
    - Any third party program or third party application, and/or any customizations
    - New certifications or integrations with other Oracle products or third party products, including browsers and operating systems

> o   Functional upgrades of any kind, except the ERP product localizations explicitly included above

Oracle Hospitality Cruise Help Desk and Monitoring

If you acquire Oracle Hospitality Cruise Help Desk and Monitoring on your order, Oracle will provide Oracle Hospitality Cruise Help Desk and Monitoring as described here.

Severity 1 Fixes and Financials Legislative Update for Oracle E-Business Suite

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is available for Oracle EBusiness Suite release 11.5.10.

If you acquire Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite on your order, Oracle will provide the following (formerly referred to as "Tier 1 Support"):

Severity 1 fixes, security updates and United States Tax Form 1099 updates for the applicable tax year(s)

For the Oracle E-Business Suite 11.5.10 release, Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is currently available for a fee to customers currently supported with Software Update License & Support. Please see the Lifetime Support section above for additional information.

This service is available for the following period:

AVAILABILITY	
January 1, 2019 – December 31, 2019	January 1, 2020 – December 31, 2020

Information on Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is available on My Oracle Support (E-Business Suite Releases – Support Policy FAQ (Doc ID 1494891.1)). Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite will be delivered through My Oracle Support.

The following restrictions and limitations apply:

- Oracle will not provide financials legislative updates for Oracle E-Business Suite 11.5.10 any sooner or with any greater scope than what is made available under a subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12 or higher)
- Due to architectural or other changes between a subsequent release of Oracle E-Business Suite and Oracle E-Business Suite 11.5.10, Oracle may not provide all localized updates for Oracle E-Business Suite 11.5.10 that are made available in a subsequent release of Oracle E-Business Suite

- The prerequisite for these services is based on the current minimum prerequisite level as described on My Oracle Support in E-Business Suite 11.5.10 Minimum Patch Level and Extended Support Information Center (Doc ID 1199724.1) and Oracle E-Business Suite Error Correction Support Policy (Doc ID 11905034.1)
- Limitations of the services are described in E-Business Suite 11.5.10 Configurations with SSL/TLS Encryption (Doc ID 2193395.1)
- Details about the process for creating and releasing Security Updates is described on My Oracle Support in Additional Coverage Options for 11.5.10 E-Business Suite Sustaining Support (Doc ID 1596629.1)

In order to acquire Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite release 11.5.10, your licensed Oracle E-Business Suite must be currently supported with Software Update License & Support.

If you renew Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite release 11.5.10, your renewal fee for such services will be based on the current 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. Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is not subject to the Reinstatement policies stated above.

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is not available for all programs. Please contact your Oracle Sales Representative for program availability.

PeopleSoft Payroll Tax Updates

PeopleSoft Payroll Tax Updates is available for the PeopleSoft HCM (formerly HRMS) Payroll program releases specified in the Availability Matrix below.

North American Payroll Tax Updates for PeopleSoft

If you acquire North American Payroll Tax Updates for PeopleSoft on your order, Oracle will provide one calendar year of tax updates for the applicable PeopleSoft HCM Payroll for North America program release, including tax updates for such calendar year that are made available in January of the following calendar year. North American Payroll Tax Updates for PeopleSoft is only available in the following countries: United States, Canada and Puerto Rico.

This service is available for the following periods:

PEOPLESOFT HCM PAYROLL TAX UPDATE PROGRAM RELEASE	AVAILABILITY
HCM Release 9.0	January 1, 2017 – December 31, 2017 January 1, 2018 – December 31, 2018

PEOPLESOFT HCM PAYROLL TAX UPDATE PROGRAM RELEASE	AVAILABILITY
	January 1, 2019- December 31, 2019
	January 1, 2020 – December 31, 2020
	January 1, 2021 – December 31, 2021
HCM Release 9.1	February 1, 2018 – December 31, 2018
	January 1, 2019- December 31, 2019
	January 1, 2020- December 31, 2020
	January 1, 2021 – December 31, 2021
	January 1, 2022 – December 31, 2022

In order to acquire North American Payroll Tax Updates for PeopleSoft, your licensed PeopleSoft HCM Payroll program must be currently supported with Software Update License & Support. PeopleSoft Payroll Tax Updates will be delivered through My Oracle Support.

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. PeopleSoft Payroll Tax Updates is not subject to the Reinstatement policies stated above.

Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM

Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM is available for the PeopleSoft Human Capital Management (HCM) and Financials and Supply Chain Management (FSCM) releases identified in the Availability Matrix below ("PeopleSoft Enterprise Applications").

If you acquire Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM on your order, Oracle will provide one calendar year of Severity 1 fixes and United States Tax Form 1099 updates.

This service is available for the following periods:

PEOPLESOFT HCM AND FSCM PROGRAM RELEASE	AVAILABILITY		
9.0	January 1, 2020 – December 31, 2020	N/A	N/A
9.1	January 1, 2020 – December 31, 2020	January 1, 2021 – December 31, 2021	January 1, 2022 – December 31, 2022

In order to acquire this service, your licensed PeopleSoft Enterprise Applications must be currently supported with Software Update License & Support. Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM will be delivered through My Oracle Support.

The fixes and updates for the PeopleSoft HCM and FSCM releases covered by this service will be limited to functionality provided with the most current PeopleSoft HCM and FSCM release (e.g., PeopleSoft HCM and FSCM release 9.2), and excludes any deprecated product features. Details regarding deprecated functionality can be found on My Oracle Support in the Lifetime Support Summary for PeopleSoft Releases (Doc ID 2238983.2) document. Oracle will not provide fixes or updates any sooner or with any greater scope than what is made available with the most current release of PeopleSoft HCM and FSCM.

If you renew Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM, your renewal fee for such services will be based on the current 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. Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM is not subject to the Reinstatement policies stated above.

Severity 1 Fixes and Legislative Updates for Campus Solutions 9.0

Severity 1 Fixes and Legislative Updates for Campus Solutions is available only for Oracle PeopleSoft Campus Solutions release 9.0, excluding Campus Mobile functionality that leverages the Oracle Mobile Application Framework (Oracle MAF) platform.

If you acquire Severity 1 Fixes and Legislative Updates for Campus Solutions 9.0 on your order, Oracle will provide one calendar year of the following:

- Fixes and/or workarounds for Severity 1 bug fixes
- United States regulatory and legislative updates provided solely at Oracle's discretion for functional areas including, but not limited, to the following:
    - Financial Aid
    - For SEVIS – Student and Exchange Visitor Information System, changes in batch processing for Student (F/M) and Exchange Visitor (J) visas
    - Form 1098-T update(s) for the applicable tax year(s) o Veteran's Benefit Reporting
- United Kingdom regulatory and legislative updates, provided solely at Oracle's discretion, for Higher Education Statistics Agency (HESA) Data Futures program for the applicable reporting years
- For other countries, country-specific regulatory and legislative updates, provided solely at Oracle's discretion, for the applicable reporting years
- Security updates for issues that pose a potential Severity 1 business risk, provided solely at Oracle's discretion

This service is available for the following release and period:

PEOPLESOFT CAMPUS SOLUTIONS PROGRAM RELEASE	AVAILABILITY	
9.0	January 1, 2020 – December 31, 2020	January 1, 2021 – December 31, 2021

In order to acquire Severity 1 Fixes and Legislative Updates for Campus Solutions 9.0, your licensed Oracle Campus Solution program must be currently supported with Software Update License & Support and must be, at a minimum, on PeopleTools 8.55 Codeline and Bundle 55. Severity 1 Fixes and Legislative Updates for PeopleSoft Campus Solutions 9.0 will be delivered through My Oracle Support.

If you renew Severity 1 Fixes and Legislative Updates for Campus Solutions 9.0, your renewal fee for such services will be based on the current 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.

North American Payroll Tax Updates for Oracle JD Edwards EnterpriseOne
Payroll Tax Updates for Oracle JD Edwards is available for Oracle JD Edwards EnterpriseOne program releases specified in the Availability Matrix below.

If you acquire North American Payroll Tax Updates for Oracle JD Edwards EnterpriseOne on your order, Oracle will provide one calendar year of United States and/or Canadian payroll tax updates for the applicable Oracle JD Edwards Enterprise One program release

for North America. Payroll Tax Updates for Oracle JD Edwards EnterpriseOne is only available for the following North American countries: United States and Canada. North American payroll tax updates for Puerto Rico is not included.

This service is available for the following period:

NORTH AMERICAN PAYROLL TAX UPDATES FOR ORACLE JD EDWARDS ENTERPRISEONE	AVAILABILITY	
9.0	December 1, 2018 - December 31, 2019	January 1, 2020 - December 31, 2020
9.1	April 1, 2020 – December 31, 2020	January 1, 2021 - December 31, 2021

In order to **acquire North American Payroll Tax Updates for Oracle JD Edwards EnterpriseOne, your** licensed Oracle JD Edwards EnterpriseOne applications must be currently supported with Software Update License & Support. North American Payroll Tax Updates for Oracle JD Edwards EnterpriseOne will be delivered through My Oracle Support.

If you renew North American Payroll Tax Updates for Oracle JD Edwards EnterpriseOne, your renewal fee for such services will be based on the current 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.

Severity 1 Fixes and Tax Form Updates for Oracle JD Edwards EnterpriseOne

Severity 1 Fixes and Tax Form Updates for Oracle JD Edwards EnterpriseOne is available for Oracle JD Edwards EnterpriseOne program releases specified in the Availability Matrix below.

If you acquire Severity 1 Fixes and Tax Form Updates for JD Edwards EnterpriseOne on your order, Oracle will provide one calendar year of:

- Fixes and/or workarounds for Severity 1 service requests
- United States Tax Form 1099 update(s) for the applicable tax year(s)
- Canadian Tax Form T5018 update(s) for the applicable tax year(s)
- Security updates will be provided solely at Oracle's discretion for issues that potentially pose a Severity 1 business risk

This service is available for the following period:

JD EDWARDS ENTERPRISEONE PROGRAM RELEASE	AVAILABILITY	
9.0	December 1, 2018 - December 31, 2019	January 1, 2020 – December 31, 2020
9.1	April 1, 2020 – December 31, 2020	January 1, 2021 – December 31, 2021

In order to acquire Severity 1 Fixes and Tax Form Updates for Oracle JD Edwards EnterpriseOne, your licensed Oracle JD Edwards EnterpriseOne applications must be currently supported with Software Update License & Support. You must run a release of JDE Tools that does not fall under Sustaining Support, and maintain all pertinent security updates associated with your release of JDE Tools. Severity 1 Fixes and Tax Form Updates for Oracle JD Edwards EnterpriseOne will be delivered through My Oracle Support.

If you renew Severity 1 Fixes and Tax Form Updates for Oracle JD Edwards EnterpriseOne, your renewal fee for such services will be based on the current 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 Market-Driven Support for Oracle Database 11g Release 2

Oracle Market-Driven Support for Oracle Database 11g Release 2 is available for the Oracle Database Release 11.2.0.4 for the following periods:

ORACLE MARKET-DRIVEN SUPPORT FOR ORACLE DATABASE 11GR2	UPGRADE PLANNING WORKSHOP	AVAILABILITY (See limitations below)
Small, medium, large	Included	January 01, 2021 – December 31, 2021 [1] January 01, 2022 – December 31, 2022
Economy	Not included	January 01, 2021 – December 31, 2021 [1]

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[1] Extended Support ends 31-Mar-2021

If you purchase Oracle Market-Driven Support for Oracle Database 11g Release 2, Oracle will provide the following for the number of production 11.2.0.4 databases identified in your order:

1. Severity 1 fixes and critical security patches as follows:
   a. Workarounds and/or fixes for Severity 1 service requests ("SRs") delivered by Oracle through My Oracle Support using commercially reasonable efforts.
   b. Periodic critical security patches and updates, on a schedule determined by Oracle, provided solely at Oracle's discretion for issues that potentially pose a Severity 1 business risk, and subject to the limitations defined below.
2. One database upgrade planning workshop ("Workshop") that includes:
   a. Two remote sessions to present an overview of the new features included in the Oracle Database release 19c or higher that is covered by Software Update License & Support; and
   b. Guidance and advice delivered remotely by Oracle regarding Your Oracle Database upgrade preparation and planning, limited to four participants named by You.
3. An assigned Technical Account Manager (TAM) that serves as an escalation point of contact for assistance with patch download or installation issues.

Oracle Market-Driven Support for Oracle Database 11g Release 2 is subject to the following limitations and exclusions:

1. Your licensed Oracle Database 11.2.0.4 must be currently supported with Software Update License & Support.
2. Support is limited to the Oracle Database, specifically excluding the following:
   a. Any other Oracle program, including, but not limited to, Fusion Middleware, Java products, Oracle Applications, SQL Developer, Audit Vault, Database Firewall, TimesTen, and MySQL;
   b. Functional upgrades of any kind, issues associated with Third Party Software, and/or certifications with new versions;
   c. Embedded components in the Oracle database that rely upon desupported releases of Java products;
   d. Updates to any cryptography related functionality, including, but not limited to, Transport Layer Security (TLS), network encryption, and other forms of secured communications.
3. Support is available only for the following platforms:
   a. Non-PaaS:
      i. Linux x86 (32 bit and 64 bit) i
      ii. Solaris x86-64 (64 bit) i
      iii. Solaris SPARC (64 bit)

     iv. IBM AIX on Power Systems (32 bit and 64 bit)
     v. IBM Linux on System Z (ZLinux)
     vi. HP-UX Itanium, HP-UX PA RISC (64 bit) vii. Windows x86 (64 bit)
     vii. Oracle ExaData
    b. PaaS:
     i. Oracle Database Cloud Services on Oracle Cloud Infrastructure (OCI)
     ii. Oracle Database Cloud Services on Oracle Cloud@Customer
     iii. Oracle Exadata Cloud Service on OCI
     iv. Gen1 Oracle Exadata Cloud@Customer
     v. Gen2 Oracle Exadata Cloud@Customer

   4. Any platform not specifically supported, as indicated in section 3.a and 3.b above, is excluded, including, but not limited to: Oracle Database Cloud Service on OCI-Classic, Oracle Exadata Cloud Service on OCI-Classic, and Oracle SuperCluster.

Oracle Linux Support Services

Oracle offers Oracle Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at http://www.oracle.com/support/policies.html.

OracleVM Support Services

Oracle offers Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at http://www.oracle.com/support/policies.html.

Oracle Utilities Live Energy Connect Programs Support

If you acquired support services for Oracle Utilities Live Energy Connect Programs on your order prior to August 3, 2020, Oracle will provide the services as described in the Oracle Software Technical Support Policies for Oracle Utilities Live Energy Connect Programs. If your order for support services for Oracle Utilities Live Energy Connect Programs is dated subsequent to August 3, 2020, unless otherwise stated on your order, Oracle will provide those services as described in the then-current Oracle Software Technical Support Policies.

6. WEB-BASED CUSTOMER SUPPORT SYSTEMS

My Oracle Support

My Oracle Support is Oracle's customer support web site for software support. Access to My Oracle Support is governed by the Oracle Support Portal Terms of Use posted on the

My Oracle Support web site. The Oracle Support Portal Terms of Use are subject to change at Oracle's discretion. Access to My Oracle Support is limited to your designated technical contacts.

The following Oracle programs are not currently supported under My Oracle Support: Phase Forward (i.e., InForm, InForm CRF Submit, Central Designer, Central Coding, Clinical Development Center, Clintrial, Empirica (Gateway, Inspections, Signal, Study, Topics, Trace), and LabPas), Nimbula and MS CRM (for MICROS Systems).

For web-based customer support for the Phase Forward programs listed above, please refer to the Health Sciences License Support page.

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs).

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 computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) to assist with issue resolution. The tools are licensed under the Oracle Support Portal 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") and 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.

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.

8.   GLOBAL CUSTOMER SUPPORT DATA PROTECTION PRACTICES

To the extent you provide personal information to Oracle as part of Oracle's provision of technical support services, Oracle will comply with the following:

- Oracle's Services Privacy Policy, available at https://www.oracle.com/legal/privacy/servicesprivacy-policy.html; and
- the applicable version of the Oracle Data Processing Agreement for Oracle Services, available at https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#dataprocessing.

In providing technical support services, Oracle will also adhere to the applicable administrative, physical, technical and other safeguards described in Oracle's Global Customer Support Security Practices (PDF). 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 services period of these technical support services. You are advised to review these Global Customer Support Security Practices from time to time. To view changes that have been made, please refer to the Statement of Changes (PDF).

Please note that the technical support services are not designed to accommodate special security or privacy controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any sensitive data, such as protected health information or payment card data, which requires security and privacy controls greater than or different from those specified in the Global Customer Support Security Practices (PDF). Information on how you can remove sensitive data from your submission is available in My Oracle Support, Doc ID 1227943.1.

Notwithstanding the restriction above, if you would like to submit personal information subject to Applicable European Data Protection Law (as such term is defined in the Oracle Data Processing Agreement for Oracle Services) or protected health information ("PHI") subject to the United States Health Insurance Portability and Accountability Act ("HIPAA") to Oracle as part of receiving technical support services, you must:

- For PHI, execute a HIPAA business associate agreement (as applicable) with Oracle that specifically references and covers your technical support services;

- Submit personal information subject to Applicable European Data Protection Law or PHI only in service request attachments on the My Oracle Support customer portal;
- Not include any personal information subject to Applicable European Data Protection Law or PHI in the body of service requests (other than contact information required for Oracle to respond to the service request);
- When prompted in My Oracle Support, indicate that the service request attachment may contain personal information subject to Applicable European Data Protection Law (also may be designated as "EEA Personal Data" in My Oracle Support) or PHI.

9. SEVERITY DEFINTIONS

Service requests for supported Oracle programs may be submitted by you online through Oracle's webbased customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the severity definitions specified below.

Severity 1

Your production use of the supported programs 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

Reasonable efforts will be made to respond to Severity 1 service requests within one hour. For response efforts associated with Oracle Communications Network Software Premier Support and Oracle Communications Network Software Support & Sustaining Support, please see the Oracle Communications Network Premier & Sustaining Support and Oracle Communications Network Software Support & Sustaining Support sections above.

Except as otherwise specified, Oracle provides 24 hour support for Severity 1 service requests for supported programs (OSS will work 24x7 until the issue is resolved) when you remain actively engaged with OSS working toward resolution of your Severity 1 service request. 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; 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. HYPERION AND AGILE SPECIFIC SUPPORT TERMS

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

Warranties, Disclaimers, and Exclusive Remedies

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

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

Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

<u>Nondisclosure</u>

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

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

11.   CONTACT INFORMATION

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

ORACLE INTEGRATED SOFTWARE OPTIONS LICENSE DEFINITIONS, RULES AND METRICS

Integrated Software Options (ISO) - The following items may be embedded in, installed on, or activated on the Computer Equipment but are each designated as an Integrated Software Option.

ISOs are grouped by the following hardware platforms:

> Oracle Communications (excluding EAGLE)
> Oracle Communications EAGLE
> Oracle Talari SD-WAN
> Oracle FS Storage Systems (Pillar)
> StorageTek Tape Libraries
> Sun ZFS Storage 7xxx Systems, Oracle ZFS Storage ZSx-x, and Engineered Systems
> Legacy Acme Packet
> Legacy EAGLE
> Legacy Systems

Each column after the ISO Description column that is marked with an "X" represents the applicable Computer Equipment. Metrics definitions follow the ISO listings in each section.

Oracle Communications (excluding EAGLE)

Many of the Oracle Communications (excluding EAGLE) software on the following list are also available under perpetual license terms ("perpetual license") instead of ISO license terms ("ISO license"). Each user is responsible for reviewing the applicable ordering documentation to determine if the Oracle Communications software was obtained under an ISO license or perpetual license. If obtained under a perpetual license, the software is licensed to the user under the terms of the user's applicable Oracle license agreement for perpetual programs and not under the software license and entitlement terms applicable to integrated software for hardware systems or components.

Oracle Communications ISOs are segmented by the following software images:

1. Oracle Communications Session Border Controller, software image
2. Oracle Enterprise Session Border Controller, software image
3. Oracle Communications Application Session Controller, software image
4. Oracle Communications Border Gateway, software image
5. Oracle Communications Core Session Manager, software image
6. Oracle Communications Mobile Security Gateway, software image
7. Oracle Communications Session Router, software image
8. Oracle Communications Subscriber-Aware Load Balancer, software image

9. Oracle Communications United Session Manager, software image 10. Oracle Enterprise Communications Broker, software image

1. ORACLE COMMUNICATIONS SESSION BORDER CONTROLLER, SOFTWARE IMAGE

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3-2	Netra X5-2
Oracle Communications Session Border Controller (base fee) - Integrated Software Option - per Server Metric		✓	✓	✓	✓	✓	✓	✓		
Oracle Communications Session Border Controller - Integrated Software Option - per 50 Concurrent Sessions Metric		✓	✓	✓	✓	✓	✓	✓		
Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3-2	Netra X5-2
Oracle Communications Peering Session Border Controller - Integrated Software Option - per 50 Concurrent Sessions Metric		✓	✓	✓	✓	✓	✓	✓		
Oracle Communications Transcoding Session Border Controller - Integrated Software Option - per 50 Concurrent Sessions Metric				✓	✓	✓	✓	✓		
Oracle Communications Session Border Controller, Accounting - Integrated Software Option - per 50 Concurrent Sessions Metric		✓	✓	✓	✓	✓	✓	✓		
Oracle Communications Session Border Controller, Advanced Media Termination - Integrated Software Option - per 50 Concurrent Sessions			✓	✓	✓	✓	✓	✓		
Oracle Communications Session Border Controller, - Integrated Software Option - per 50 Concurrent Sessions Metric		✓		✓						
Oracle Communications Session Border Controller, Government Security Certification - Integrated Software Option - per 50 Concurrent Sessions Metric		✓	✓	✓	✓	✓	✓	✓		

Oracle Communications Session Border Controller, IMS-AKA - Integrated Software Option - per 5K Endpoints Metric			X	X	X	X	X		
Oracle Communications Session Border Controller, IPSec Trunking - Integrated Software Option - per 50 Concurrent Sessions Metric	X	X	X	X	X	X	X		
Oracle Communications Session Border Controller, IPv4 to IPv6 Interworking - Integrated Software Option - per 50 Concurrent Sessions Metric	X	X	X	X	X	X	X		
Oracle Communications Session Border Controller, IWF Protocol - Integrated Software Option - per 50 Concurrent Sessions Metric	X	X	X	X	X	X	X		
Oracle Communications Session Border Controller, Lawful Intercept - Integrated Software Option - per 50 Concurrent Sessions Metric	X	X	X	X	X	X	X		
Oracle Communications Session Border Controller, Load Balancing - Integrated Software Option - per 50 Concurrent Sessions Metric	X	X	X	X	X	X	X		
Oracle Communications Session Border Controller, MSRP B2BUA - Integrated Software Option - per 50 Concurrent Sessions Metric	X	X	X	X	X	X	X		
Oracle Communications Session Border Controller, Policy Server - Integrated Software Option - per 50 Concurrent Sessions Metric	X	X	X	X	X	X	X		
Oracle Communications Session Border Controller, Quality of Service - Integrated Software Option - per 50 Concurrent Sessions Metric	X	X	X	X	X	X	X		
Oracle Communications Session Border Controller, Ringback Tone Generation – Integrated Software Option – per 50 Concurrent Session		X		X	X	X	X		
Oracle Communications Session Border Controller, Routing - Integrated Software Option - per 50 Concurrent Sessions Metric	X	X	X	X	X	X	X		
Oracle Communications Session Border Controller, SIPREC Session Recording - Integrated Software Option - per 50 Concurrent Sessions Metric	X	X	X	X	X	X	X		

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3-2	Netra X5-2
Oracle Communications Session Border Controller, SIP/SIP-I Interworking – Integrated Software Option – per 50 Concurrent Session			X		X	X	X	X		
Oracle Communications Session Border Controller, SIPREC Session Recording for French Territories - Integrated Software Option - per 50 Concurrent Sessions Metric			X		X	X	X	X		
Oracle Communications Session Border Controller, SRTP - Integrated Software Option - per 50 Concurrent Sessions Metric		X	X	X	X	X	X	X		
Oracle Communications Session Border Controller, STIR SHAKEN - Integrated Software Option - per 50 Concurrent Sessions Metric			X		X	X	X	X		
Oracle Communications Session Border Controller, TSC - Integrated Software Option - per 100 Tunnels Metric				X	X	X	X	X		
Oracle Communications Session Border Controller, USM - Integrated Software Option - per 20K Endpoints Metric				X	X	X	X			

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3-2	Netra X5-2
Oracle Communications Session Border Controller, Bidirectional Forwarding Detection - Integrated Software Offering - per 50 Concurrent Sessions Metric					X	X	X	X		
Oracle Communications Session Border Controller, REST API for 3rd-Party Use - Integrated Software Offering - per 50 Concurrent Sessions Metric			X		X	X	X	X		
Transcoding coder/decoder for Acme Packet 3820, AMR-NB - Integrated Software Option - per 25 Concurrent Sessions Metric		X								
Transcoding coder/decoder for Acme Packet 3820, AMR-WB (G.722.2) - Integrated Software Option - per 25 Concurrent Sessions Metric		X								

Description			3900	4500	4600	6100	6300	6350		
Transcoding coder/decoder for Acme Packet 4500, AMR-NB - Integrated Software Option - per 25 Concurrent Sessions Metric				X						
Transcoding coder/decoder for Acme Packet 4500, AMR-WB (G.722.2) - Integrated Software Option - per 25 Concurrent Sessions Metric				X						
Transcoding coder/decoder for transcoding module 2, AMR-NB - Integrated Software Option – per 25 Concurrent Sessions Metric			X		X		X	X		
Transcoding coder/decoder for transcoding module 2, AMR-WB (G.722.2) - Integrated Software Option – per 25 Concurrent Sessions Metric			X		X		X	X		
Transcoding coder/decoder for transcoding module 2, EVRC - Integrated Software Option – per 25 Concurrent Sessions Metric			X		X		X	X		
Transcoding coder/decoder for transcoding module 2, EVRCB - Integrated Software Option – per 25 Concurrent Sessions Metric			X		X		X	X		
Transcoding coder/decoder for transcoding module 2, Opus - Integrated Software Option - per Concurrent Session Metric			X		X		X	X		
Transcoding coder/decoder for transcoding module 2, SILK - Integrated Software Option - per Concurrent Session Metric			X		X		X	X		
Transcoding coder/decoder for transcoding module 2, EVS - Integrated Software Option - per 25 Concurrent Sessions Metric			X		X		X	X		

2. ORACLE ENTERPRISE SESSION BORDER CONTROLLER, SOFTWARE IMAGE

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3	Netra X5
Oracle Enterprise Session Border Controller, SMB Edition (base fee) - Integrated Software Option - per Server Metric	X									

Description	1100	3820	3900	4500	4600	6100	6300	6350	NetraX32	Netra X5-2
Oracle Enterprise Session Border Controller (base fee) - Integrated Software Option - per Server Metric		X	X	X	X		X	X		
Oracle Enterprise Session Border Controller, Integrated Software Option - per 5 Concurrent Sessions Metric	X	X	X	X	X		X	X		
Oracle Enterprise Session Border Controller, Administrative Security – Integrated Software Option – per 5 Concurrent Sessions Metric	X		X		X		X	X		
Oracle Enterprise Session Border Controller, Advanced - Integrated Software Option - per 5 Concurrent Sessions Metric	X	X	X	X	X		X	X		
Oracle Enterprise Session Border Controller, Advanced Media Termination - Integrated Software Option - per 5 Concurrent Sessions	X		X		X		X	X		
Oracle Enterprise Session Border Controller, Advanced Security Suite – Integrated Software Option – per 5 Concurrent Sessions Metric	X		X							
Oracle Enterprise Session Border Controller, Data Integrity – Integrated	X		X							
Software Option – per 5 Concurrent Sessions Metric										
Oracle Enterprise Session Border Controller, GSC - Integrated Software Option - per 25 Concurrent Sessions Metric		X	X	X	X		X	X		
Oracle Enterprise Session Border Controller, REST API for 3rd-Party Use - Integrated Software Offering - per 5 Concurrent Sessions Metric	X		X		X		X	X		
Oracle Enterprise Session Border Controller, MSRP B2BUA - Integrated Software Option - Per 5 Concurrent Sessions					X		X	X		
Transcoding coder/decoder for Acme Packet 3820, AMR-NB - Integrated Software Option - per 25 Concurrent Sessions Metric		X								

Description	1100	3900	3820	4500	4600	6100	6300	6350
Transcoding coder/decoder for Acme Packet 3820, AMR-WB (G.722.2) - Integrated Software Option - per 25 Concurrent Sessions Metric		X						
Transcoding coder/decoder for Acme Packet 4500, AMR-NB - Integrated Software Option - per 25 Concurrent Sessions Metric				X				
Transcoding coder/decoder for Acme Packet 4500, AMR-WB (G.722.2) - Integrated Software Option - per 25 Concurrent Sessions Metric				X				
Transcoding coder/decoder for transcoding module 2, AMR-NB - Integrated Software Option – per 25 Concurrent Sessions Metric	X		X		X		X	X
Transcoding coder/decoder for transcoding module 2, AMR-WB (G.722.2) - Integrated Software Option – per 25 Concurrent Sessions Metric	X		X		X		X	X
Transcoding coder/decoder for transcoding module 2, EVRC - Integrated Software Option – per 25 Concurrent Sessions Metric	X		X		X		X	X
Transcoding coder/decoder for transcoding module 2, EVRCB - Integrated Software Option – per 25 Concurrent Sessions Metric	X		X		X		X	X
Transcoding coder/decoder for transcoding module 2, Opus - Integrated Software Option - per Concurrent Session Metric	X		X		X		X	X
Transcoding coder/decoder for transcoding module 2, SILK - Integrated Software Option - per Concurrent Session Metric	X		X		X		X	X

3. ORACLE COMMUNICATIONS APPLICATION SESSION CONTROLLER, SOFTWARE IMAGE

Description	1100	3900	3820	4500	4600	6100	6300	6350	Netra X3	Netra X5

Description										
Oracle Communications Application Session Controller (base fee) - Integrated Software Option - per Server Metric									X	
Oracle Communications Application Session Controller - Integrated Software Option - per 25 Concurrent Sessions Metric									X	

4. ORACLE COMMUNICATIONS BORDER GATEWAY, SOFTWARE IMAGE

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3	Netra X5
Oracle Communications Border Gateway (base fee) - Integrated Software Option - per Server Metric				X						
Oracle Communications Border Gateway - Integrated Software Option - per 500 Concurrent Sessions Metric				X						
Oracle Communications Border Gateway, IPv4 to Ipv6 Interworking - Integrated Software Option - per 500 Concurrent Sessions Metric				X						
Oracle Communications Border Gateway, Lawful Intercept - Integrated Software Option - per 500 Concurrent Sessions Metric				X						
Oracle Communications Border Gateway, Quality of Service - Integrated Software Option - per 500 Concurrent Sessions Metric				X						

5. ORACLE COMMUNICATIONS CORE SESSION MANAGER, SOFTWARE IMAGE

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3	Netra X5
Oracle Communications Core Session Manager (base fee) - Integrated Software Option - per Server Metric									X	X

Description										
Oracle Communications Core Session Manager - Integrated Software Option - per 20K Endpoints Metric									X	X

6. ORACLE COMMUNICATIONS MOBILE SECURITY GATEWAY, SOFTWARE IMAGE

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3	Netra X5
Oracle Communications Mobile Security Gateway (base fee) - Integrated Software Option - per Server Metric				X	X	X	X			
Oracle Communications Mobile Security Gateway , GTP - Integrated Software Option - per 1K Tunnels Metric					X	X	X			
Oracle Communications Mobile Security Gateway , IPSec - Integrated Software Option - per 1K Tunnels Metric				X	X	X	X			

7. ORACLE COMMUNICATIONS SESSION ROUTER, SOFTWARE IMAGE

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3	Netra X5
Oracle Communications Session Router (base fee) - Integrated Software Option - per Server Metric				X	X	X	X		X	X
Oracle Communications Session Router - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X		X	X
Oracle Communications Session Router, Accounting - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X		X	X
Oracle Communications Session Router, Government Security Certification - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X		X	X

Product									
Oracle Communications Session Router, IPSec Trunking - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X		X	X
Oracle Communications Session Router, Lawful Intercept - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X		X	X
Oracle Communications Session Router, Load Balancing - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X		X	X
Oracle Communications Session Router, Policy Server - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X		X	X
Oracle Communications Session Router – Integrated Software Option - per 1K Messages per Second Metric				X	X	X	X		X	X
Oracle Communications Session Router, Government Security Certification - Integrated Software Option - per 1K Messages per Second Metric				X	X	X	X		X	X
Oracle Communications Session Router, Load Balancing - Integrated Software Option - per 1K Messages per Second Metric				X	X	X	X		X	X
Oracle Communications Session Router, REST API for Third Party Use - Integrated Software Option - per 1K Message per Second					X	X	X			X
Oracle Communications Session Router, REST API for Third Party Use - Integrated Software Option - per 500 Concurrent Sessions					X	X	X			X
Oracle Communications Session Router, SIP/SIP-I Interworking - Integrated Software Option - per 500 Concurrent Sessions					X	X	X			X
Oracle Communications Session Router, SIP/SIP-I Interworking - Integrated Software Option - per 1K Messages per Second					X	X	X			X

8. ORACLE COMMUNICATIONS SUBSCRIBER-AWARE LOAD BALANCER, SOFTWARE IMAGE

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3	Netra X5
Oracle Communications Subscriber-Aware Load Balancer (base fee) – Integrated Software Option – per Server Metric				X		X				
Oracle Communications Subscriber-Aware Load Balancer - Integrated Software Option - per 20K Endpoints Metric				X		X				
Oracle Communications Subscriber - Aware Load Balancer, Bidirectional Forwarding Detection – Integrated Software Option-per 20K Endpoints						X				

9. ORACLE COMMUNICATIONS UNIFIED SESSION MANAGER, SOFTWARE IMAGE

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3	Netra X5
Oracle Communications Unified Session Manager (base fee) - Integrated Software Option - per Server Metric				X	X	X	X			
Oracle Communications Unified Session Manager - Integrated Software Option – per 500 Concurrent Sessions Metric				X	X	X	X			
Oracle Communications Unified Session Manager - Integrated Software Option - per 20K Endpoints Metric				X	X	X	X			
Oracle Communications Unified Session Manager, Accounting - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			
Oracle Communications Unified Session Manager, Government Security Certification - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3-2	Netra X5-2
Oracle Communications Unified Session Manager, IMS-AKA - Integrated Software Option - per 5K Endpoints Metric					X	X	X			
Oracle Communications Unified Session Manager, IPSec Trunking - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			
Oracle Communications Unified Session Manager, IPv4 to IPv6 Interworking - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			
Oracle Communications Unified Session Manager, Lawful Intercept - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			
Oracle Communications Unified Session Manager, Load balancing - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			
Oracle Communications Unified Session Manager, MSRP B2BUA - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			
Oracle Communications Unified Session Manager, Policy Server - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			
Oracle Communications Unified Session Manager, Quality of Service - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			
Oracle Communications Unified Session Manager, Routing - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			
Oracle Communications Unified Session Manager, SIPREC Session Recording - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3-2	Netra X5-2
Oracle Communications Unified Session Manager, SRTP - Integrated Software Option - per 500 Concurrent Sessions Metric				X	X	X	X			
Oracle Communications Unified Session Manager, TSC - Integrated Software Option - per 100 Tunnels Metric					X	X	X			
Transcoding coder/decoder for Acme Packet 4500, AMR-NB - Integrated Software Option - per 25 Concurrent Sessions Metric				X						
Transcoding coder/decoder for Acme Packet 4500, AMR-WB (G.722.2) - Integrated Software Option - per 25 Concurrent Sessions Metric				X						
Transcoding coder/decoder for transcoding module 2, AMR-NB - Integrated Software Option – per 25 Concurrent Sessions Metric					X		X			
Transcoding coder/decoder for transcoding module 2, AMR-WB (G.722.2) - Integrated Software Option – per 25 Concurrent Sessions Metric					X		X			
Transcoding coder/decoder for transcoding module 2, EVRC - Integrated Software Option – per 25 Concurrent Sessions Metric					X		X			
Transcoding coder/decoder for transcoding module 2, EVRCB - Integrated Software Option – per 25 Concurrent Sessions Metric					X		X			

10. ORACLE ENTERPRISE COMMUNICATIONS BROKER, SOFTWARE IMAGE

Description	1100	3820	3900	4500	4600	6100	6300	6350	Netra X3-2	Netra X5-2
Oracle Enterprise Communications Broker (base fee) - Integrated Software Option - per Server Metric									X	X
Oracle Enterprise Communications Broker - Integrated Software Option - per 25 Concurrent Sessions Metric									X	X

Concurrent Session is defined as the aggregate number of established virtual connections (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) traversing the licensed software at any one time. For the purposes of the following programs: Oracle Communications WebRTC Session Controller, all concurrent sessions (with or without media anchoring) with the exception of SIP Registrations are counted. For the purposes of the following programs: Oracle Communications Converged Application Server, Service Controller, only concurrent sessions towards the network are counted. For the purposes of the Transcoding coder/decoder programs, only concurrent sessions with media anchoring (encoded with specified codec and utilizing the transrating, transcoding, or other media processing feature requiring media decoding) are counted.

5 Concurrent Sessions is defined as a maximum of 5 established virtual connections (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) traversing the licensed software at any one time

25 Concurrent Sessions is defined as a maximum of 25 established virtual connections between two endpoints (with or without media anchoring) represented by subscriber devices or network switching equipment and traversing the licensed software at any one time. For the purposes of the Transcoding coder/decoder programs, only concurrent sessions with media anchoring (encoded with specified codec and utilizing the transrating, transcoding, or other media processing feature requiring media decoding) are counted.

50 Concurrent Sessions: is defined as a maximum of 50 established virtual connections between two endpoints (with or without media anchoring) represented by subscriber devices or network switching equipment and traversing the licensed software at any one time. For the purposes of the following programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, only concurrent sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted. For the purposes of the following programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager - MSRP B2BUA, only concurrent sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

500 Concurrent Sessions: is defined as a maximum of 500 established virtual connections between two endpoints (with or without media anchoring) represented by subscriber devices or network switching equipment and traversing the licensed software at any one time. For the purposes of the following programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, only concurrent sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted. For the purposes of the following programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications

Unified Session Manager - MSRP B2BUA, only concurrent sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

Device is defined as a network element being modeled, discovered or managed by the application.

- For the Oracle Communications Network Integrity, Discovery Manager programs, devices are discovered through either a third party discovery applications or through a network management system or an element management system (both as defined below). Your premise equipment (that is, terminating equipment located at your location and connected to the service provider's network) shall not be counted as a device. For the program above, (a) network management system is defined as a system that monitors and administers a network and the devices that are attached to the network and (b) an element management system is defined as a system that manages one or more of a specific type of telecommunications network element.

- For the Oracle Communications Network Intelligence programs, devices are modeled based on devices in inventory / network resource management systems. For the above program, an inventory/network resource management system is defined as a system that maintains physical and logical network inventory data (a) upon which to base decisions, (b) to establish and maintain the linkages among resources necessary to provide service, and (c) to integrate with other systems that depend on the resource tracking and assignment services.

- For the Oracle Communications Unified Inventory Management Devices program, devices are functionally independent components (e.g., physical shelves, chassis or units, logical devices, servers or elements). Logical or physical separation denotes different devices.

- For the Oracle Communications Session Element Manager program, the Oracle Communications Session Route Manager program and the Oracle Communications Session Report Manager program, and Oracle Communications Application Orchestrator, a device, physical or virtual is considered managed, or orchestrated when one or more of the fault, configuration, auditing, performance, security, and lifecycle functions are in use.

5K Endpoints is defined as five thousand individual user devices identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted.

20K Endpoints is defined as twenty thousand individual user devices identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted.

Individual Subscriber is defined as an individual who is authorized by you to use one or more of your services for which the program is used. For example, an individual subscriber may be tracked as a customer record/account object in the licensed program

or other related subscriber databases such as an ordering system, billing system etc. An individual subscriber is counted once, regardless of the number of services used.

1K Messages per Second is defined as one thousand messages that are each composed of an envelope that contains information required to accomplish transmission, delivery, and contents to the recipient. You must count all messages whether received or sent over a fixed period of time during peak usage.

Server is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer. For the purposes of Acme Packet programs, a Server in a virtual environment is defined as a virtual machine image.

100 Tunnels is defined as one hundred connections where one network protocol (the delivery protocol) encapsulates a different payload protocol. For the purpose of the following program: Oracle Communications Session Border Controller – TSC, only Tunneled Services Control Function (TSCF) tunnels must be counted.

1K Tunnels is defined as one thousand connections where one network protocol (the delivery protocol) encapsulates a different payload protocol.

Oracle Communications EAGLE

Description	Oracle Communicatio EAGLE
Oracle Communications EAGLE - Integrated Software Option - per Node Metric (base fee)	X
Oracle Communications EAGLE - Integrated Software Option - per 250K Transactions per Second Metric	X
Oracle Communications EAGLE LNP Advanced Service Module Enabler - Integrated Software Option - per Card Metric	X
Oracle Communications EAGLE LNP - Integrated Software Option - per Node Metric	X
Oracle Communications EAGLE Advanced Service Module Enabler - Integrated Software Option - per Card Metric	X
Oracle Communications EAGLE Mobile Number Portability - Integrated Software Option - per Node Metric	X

Description	Oracle Communicatio EAGLE
Oracle Communications EAGLE Security and Fraud - Integrated Software Option - per Node Metric	X
Oracle Communications EAGLE HLR Router - Integrated Software Option - per Node Metric	X
Oracle Communications EAGLE Equipment Identity Register - Integrated Software Option - per Node Metric	X
Oracle Communications EAGLE Global Title Translation Routing - Integrated Software Option - per Node Metric	X
Oracle Communications EAGLE Triggerless ISUP Framework Routing - Integrated Software Option - per Node Metric	X
Oracle Communications EAGLE Origin Based Routing - Integrated Software Option - per Node Metric	X
Oracle Communications EAGLE Prepaid Routing - Integrated Software Option - per Node Metric	X
Oracle Communications EAGLE SMS Routing - Integrated Software Option - per Node Metric	X
Oracle Communications EAGLE Application Processor Provisioning - Integrated Software Option - per Card Metric (base fee)	X

Description	Oracle Communicatio EAGLE
Oracle Communications EAGLE Application Processor Database Capacity - Integrated Software Option - per 500K DB Entries Metric	X
Oracle Communications EAGLE Application Processor - Integrated Software Option - per Card Metric (base fee)	X
Oracle Communications EAGLE LNP Application Processor - Integrated Software Option - per Card Metric (base fee)	X
Oracle Communications EAGLE LNP Application Processor Database Capacity - Integrated Software Option - per 12M Entries Metric	X
Oracle Communications EAGLE Service Handler 4 GB - Integrated Software Option - Per Card Metric	X

Oracle Communications EAGLE Service Handler 8 GB - Integrated Software Option - Per Card Metric	X
Oracle Communications EAGLE Ethernet A Traffic Handler - Integrated Software Option - Per Card Metric	X
Oracle Communications EAGLE Ethernet B Traffic Handler - Integrated Software Option - Per Card Metric	X
Oracle Communications EAGLE Asynchronous Transfer Mode A Traffic Handler - Integrated Software Option - Per Card Metric	X
Oracle Communications EAGLE Asynchronous Transfer Mode B Traffic Handler - Integrated Software Option - Per Card Metric	X
Oracle Communications EAGLE E1T1 A Traffic Handler - Integrated Software Option - Per Card Metric	X
Oracle Communications EAGLE E1T1 B Traffic Handler - Integrated Software Option - Per Card Metric	X
Oracle Communications EAGLE Suspicious Call Identification - Integrated Software Option - Per Node Metric	X
Oracle Communications EAGLE Service Actions Portability and Flexibility - Integrated Software Option - Per Node Metric	X
Oracle Communications EAGLE Intra Network Number Portability – Integrated Software Option – per Node Metric	X
Oracle Communications EAGLE Service and Link Interface Card Handler with Integrated Global Title Translation - Integrated Software Option - per Card Metric	X
Oracle Communications EAGLE Service and Link Interface Card Base Handler - Integrated Software Option - per Card Metric	X
Oracle Communications EAGLE Service and Link Interface Card Enhanced Handler - Integrated Software Option - per Card Metric	X
Oracle Communications EAGLE Service and Link Interface Card Handler for Multiple Applications - Integrated Software Option - per Card Metric	X
Oracle Communications EAGLE Service & Link Interface Card Stateful Security Applications Handler - Integrated Software Option - per Card Metric	X

Description	
Oracle Communications EAGLE Stateful Security Applications - Integrated Software Option - per Node Metric	X
Oracle Communications LSMS - Integrated Software Option– per Card Metric	X
Oracle Communications LSMS 64 bit - Integrated Software Option – per Card Metric	X
Oracle Communications LSMS NPAC Interface for iconectiv - Integrated Software Option - per Card Metric	X
Oracle Communications LSMS Simultaneous NPAC Connection for Neustar and iconectiv - Integrated Software Option - per Card Metric	X

Card is defined as one Oracle Communications EAGLE system card.

500K DB Entries is defined as five hundred thousand database entries in the international number portability database.

12M LNP Entries is defined as twelve million Local Number Portability database entries in the local number portability database.

Node is defined as a set of servers managed by one Operations, Alarms and Measurements (OAM) function.

250K Transactions per Second (TPS) is defined as two hundred and fifty thousand transactions between client and server with explicit support of agents that contain a request message and a response message. The total number of new transactions for the entire system over a five second interval during peak usage divided by five must be counted.

Oracle Talari SD-WAN

Description	TalarE50	TalarE100	Talari D200	Talari D600
Oracle SD-WAN Edge (base fee) - Integrated Software Option - per Server	X	X	X	X
Oracle SD-WAN Edge 10 Mbps bandwidth - Integrated Software Option - per Server	X	X	X	X
Oracle SD-WAN Edge 50 Mbps bandwidth - Integrated Software Option - per Server	X	X	X	X
Oracle SD-WAN Edge 100 Mbps bandwidth - Integrated Software Option - per Server	X	X	X	X

Oracle SD-WAN Edge 250 Mbps bandwidth - Integrated Software Option - per Server		X	X	X
Oracle SD-WAN Edge 500 Mbps bandwidth - Integrated Software Option - per Server		X	X	X
Oracle SD-WAN Edge 1000 Mbps bandwidth - Integrated Software Option - per Server			X	X
Oracle SD-WAN Edge 3000 Mbps bandwidth - Integrated Software Option - per Server			X	X
Oracle SD-WAN Edge 5000 Mbps bandwidth - Integrated Software Option - per Server				X
Oracle SD-WAN Edge 7000 Mbps bandwidth - Integrated Software Option - per Server				X
Oracle SD-WAN Edge, WAN Optimization 10 Mbps bandwidth - Integrated Software Option - per Server	X	X	X	X
Oracle SD-WAN Edge, WAN Optimization 50 Mbps bandwidth - Integrated Software Option - per Server	X	X	X	X
Oracle SD-WAN Edge, WAN Optimization 100 Mbps bandwidth - Integrated Software Option - per Server	X	X	X	X
Oracle SD-WAN Edge, WAN Optimization 250 Mbps bandwidth - Integrated Software Option - per Server		X	X	X
Oracle SD-WAN Edge, WAN Optimization 500 Mbps bandwidth - Integrated Software Option - per Server			X	X
Oracle SD-WAN Edge, WAN Optimization 1000 Mbps bandwidth - Integrated Software Option - per Server				X
Oracle SD-WAN Edge, WAN Optimization 2000 Mbps bandwidth - Integrated Software Option - per Server				X
Oracle SD-WAN Edge, Aware - Integrated Software Option - per Device	X	X	X	X

Server: is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer.
For the purposes of Acme Packet and Talari programs, a Server in a virtual environment is defined as a virtual machine image.

For the purposes (a) of the portion of the license fee that is based upon capacity for the Oracle SD-WAN Edge Program and (b) of the license fee for the Oracle SD-WAN Edge WAN Optimization Program, the license fee is based on the maximum megabits per second (Mbps) bandwidth permitted on the Server.

Device: is defined as a network element being modeled, discovered or managed by the application.
For the Oracle SD-WAN Aware Program, a device can be physical or virtual and is considered managed or orchestrated when one or more of the network service configuration, monitoring and lifecycle functions are in use involving the device.

Oracle FS Storage Systems (Pillar)

Description	FSStorage System	Axiom
Oracle MaxRep Synchronous Replication - Integrated Software Option - per Terabyte Metric	X	
Oracle MaxRep Asynchronous Replication - Integrated Software Option - per Terabyte Metric	X	
Oracle MaxRep Synchronous Replication with Application Protection - Integrated Software Option - per Terabyte Metric	X	
Oracle MaxRep Asynchronous Replication with Application Protection - Integrated Software Option - per Terabyte Metric	X	
Pillar Axiom MaxRep Synchronous Replication Add-on - Integrated Software Option - per Terabyte Metric		X
Pillar Axiom MaxRep Asynchronous Replication Add-on - Integrated Software Option - per Terabyte Metric		X
Pillar Axiom MaxRep Synchronous Replication with Application Protection - Integrated Software Option - per Terabyte Metric		X
Pillar Axiom MaxRep Synchronous Replication with Application Protection Add-on - Integrated Software Option - per Terabyte Metric		X
Pillar Axiom MaxRep Asynchronous Replication with Application Protection - Integrated Software Option - per Terabyte Metric		X
Pillar Axiom MaxRep Asynchronous Replication with Application Protection Add-on- Integrated Software Option - per Terabyte Metric		X

Terabyte is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes. For Pillar Axiom replication products, the number of terabyte licenses required is determined by the total capacity of all primary Filesystems or primary SAN LUNs being replicated

StorageTek Tape Libraries

Description	SL8500	SL3000	SL500	SL150
StorageTek SL8500 Partitioning - Integrated Software Option - per Tape Library Metric. Requires activation file download	X			
StorageTek SL8500 Partitioning (for after original system installation) - Integrated Software Option - per Tape Library Metric. Requires activation file download	X			
StorageTek SL3000 Partitioning - Integrated Software Option - per Tape Library Metric. Requires activation file download		X		
StorageTek SL3000 Partitioning (for after original system installation) - Integrated Software Option - per Tape Library Metric. Requires activation file download		X		
StorageTek Tape Analytics for StorageTek SL8500 modular library system - Integrated Software Option - per Tape Library Metric	X			
StorageTek Tape Analytics for StorageTek SL3000 modular library system - Integrated Software Option - per Tape Library Metric		X		
StorageTek Tape Analytics for StorageTek SL500 modular library system - Integrated Software Option - per Tape Library Metric			X	
StorageTek Tape Analytics for StorageTek SL150 modular library system - Integrated Software Option - per Tape Library Metric				X
StorageTek Linear Tape File System, Library Edition for StorageTek SL8500 modular library system - Integrated Software Option - per Tape Library Metric	X			
StorageTek Linear Tape File System, Library Edition for StorageTek SL3000 modular library system -		X		
Description	SL8500	SL3000	SL500	SL150
Integrated Software Option - per Tape Library Metric				

StorageTek Linear Tape File System, Library Edition for StorageTek SL150 modular library system - Integrated Software Option - per Tape Library Metric							X

Tape Library is defined as a mechanical device used to store and access magnetic tape media. Multiple Tape Libraries may be connected together via pass thru ports to form a Tape Library complex. Each Tape Library in a Tape Library complex must be licensed.

Sun ZFS Storage 7xxx Systems, Oracle ZFS Storage ZSx-x, and Engineered Systems

Description	SunZFSStorage xxx	Oracle ZFS Storage ZS3-2	Oracle ZFS Storage 7S44	ZFS Backup Ap	SPARC SuperCluster T4-T -M -32	PrivateCloud Ap	Exalogic
Oracle ZFS Storage Appliance Cloning - Integrated Software Option - per Management Controller Metric (formerly named Sun ZFS Storage Appliance Cloning - Integrated Software Option - per Management Controller Metric)	X	X	X	X	X	X	X
Oracle ZFS Storage Appliance Encryption - Integrated Software Option - per Management Controller Metric			X				
Oracle ZFS Storage Appliance Replication - Integrated Software Option - per Management Controller Metric (formerly named Sun ZFS Storage Appliance Replication - Integrated Software Option - per Management Controller Metric)	X	X	X	X	X	X	X
Oracle Snap Management Utility for Oracle Database with Sun ZFS Storage 74xx and Oracle ZFS Storage ZS3-4 - Integrated Software Option - per Management Controller Metric. Client software download required.	X	X	X				
Oracle Snap Management Utility for Oracle Database with Sun ZFS Storage 73xx and Oracle ZFS Storage ZS3-2 - Integrated Software Option - per Management Controller Metric. Client software download required.	X	X					

| Oracle Snap Management Utility for Oracle Database with Sun ZFS Storage 71xx - Integrated Software Option - per Management Controller Metric. Client software download required. | X | | | | | | | |

Management Controller is defined as the system component on which the data storage control policies are executed. For
Sun ZFS Storage Appliances, the Management Controller is the processor node that consists of one server running the Sun ZFS storage software. These processor nodes can be implemented as a single instance for a non-high availability system or as an active/passive cluster, in which case one license is required. The processor nodes can also be implemented as an active/active cluster, in which case two licenses are required.

Legacy Acme Packet

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
3800FGADDADV25	Add 25 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGADDADV25R	Add 25 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGADDCOR25	Add 25 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGADDCOR25R	Add 25 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-150	Add 150 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-150-R	Add 150 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-1K	Add 1000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION

3800FG-ADV-1K-R	Add 1000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-250	Add 250 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-250-R	Add 250 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-2K	Add 2000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-2K-R	Add 2000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-350	Add 350 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-350-R	Add 350 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-4K	Add 4000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-4K-R	Add 4000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-500	Add 500 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-500-R	Add 500 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-ADV-8K	Add 8000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
3800FG-ADV-8K-R	Add 8000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-150	Add 150 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-150-R	Add 150 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-1K	Add 1000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-1K-R	Add 1000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-250	Add 250 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-250-R	Add 250 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-2K	Add 2000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-2K-R	Add 2000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-350	Add 350 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-350-R	Add 350 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION

3800FG-COR-4K	Add 4000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-4K-R	Add 4000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-500	Add 500 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-500-R	Add 500 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-8K	Add 8000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-COR-8K-R	Add 8000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FG-EBS-150	NN3820 Feature Group bundle supporting 150 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-150R	NN3820 Feature Group bundle supporting 150 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-1K	NN3820 Feature Group bundle supporting 1000 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
3800FG-EBS-1KR	NN3820 Feature Group bundle supporting 1000 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION

3800FG-EBS-250	NN3820 Feature Group bundle supporting 250 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-250R	NN3820 Feature Group bundle supporting 250 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-2K	NN3820 Feature Group bundle supporting 2000 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-2KR	NN3820 Feature Group bundle supporting 2000 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-350	NN3820 Feature Group bundle supporting 350 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-350R	NN3820 Feature Group bundle supporting 350 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-4K	NN3820 Feature Group bundle supporting 4000 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-4KR	NN3820 Feature Group bundle supporting 4000 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-500	NN3820 Feature Group bundle supporting 500 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-500R	NN3820 Feature Group bundle supporting 500 sessions consisting	Net-Net 3820	SESSION

	of QOS, ACC, RTG, LB feature groups		
3800FG-EBS-8K	NN3820 Feature Group bundle supporting 8000 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FG-EBS-8KR	NN3820 Feature Group bundle supporting 8000 sessions consisting of QOS, ACC, RTG, LB feature groups	Net-Net 3820	SESSION
3800FGUPADV1K	Upgrade (1) advanced feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV1K-R	Upgrade (1) advanced feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV250	Upgrade (1) advanced feature group from 150 sessions to 250 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV250-R	Upgrade (1) advanced feature group from 150 sessions to 250 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV2K	Upgrade (1) advanced feature group from 1000 sessions to 2000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV2K-R	Upgrade (1) advanced feature group from 1000 sessions to 2000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV350	Upgrade (1) advanced feature group from 250 sessions to 350 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
3800FGUPADV350-R	Upgrade (1) advanced feature group from 250 sessions to 350 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV4K	Upgrade (1) advanced feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV4K-R	Upgrade (1) advanced feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV500	Upgrade (1) advanced feature group from 350 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV500-R	Upgrade (1) advanced feature group from 350 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV8K	Upgrade (1) advanced feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPADV8K-R	Upgrade (1) advanced feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPCOR1K	Upgrade (1) core feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION

3800FGUPCOR1K-R	Upgrade (1) core feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPCOR250	Upgrade (1) core feature group from 150 sessions to 250 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPCOR250-R	Upgrade (1) core feature group from 150 sessions to 250 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPCOR2K	Upgrade (1) core feature group from 1000 sessions to 2000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPCOR2K-R	Upgrade (1) core feature group from 1000 sessions to 2000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPCOR350	Upgrade (1) core feature group from 250 sessions to 350 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPCOR350-R	Upgrade (1) core feature group from 250 sessions to 350 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPCOR4K	Upgrade (1) core feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPCOR4K-R	Upgrade (1) core feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPCOR500	Upgrade (1) core feature group from 350 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPCOR500-R	Upgrade (1) core feature group from 350 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION

Exhibit B4: Oracle Integrated Software
Options License Definitions, Rules & Metrics (September 8, 2020)

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
3800FGUPCOR8K	Upgrade (1) core feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
3800FGUPCOR8K-R	Upgrade (1) core feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 3810~Net-Net 3820	SESSION
3800FGUPEBS1K	Upgrade of NN3820 Feature Group Bundle from 500 sessions to 1000 sessions	Net-Net 3820	SESSION
3800FGUPEBS1KR	Upgrade of NN3820 Feature Group Bundle from 500 sessions to 1000 sessions	Net-Net 3820	SESSION
3800FGUPEBS250	Upgrade of NN3820 Feature Group Bundle from 150 sessions to 250 sessions	Net-Net 3820	SESSION
3800FGUPEBS250R	Upgrade of NN3820 Feature Group Bundle from 150 sessions to 250 sessions	Net-Net 3820	SESSION
3800FGUPEBS2K	Upgrade of NN3820 Feature Group Bundle from 1000 sessions to 2000 sessions	Net-Net 3820	SESSION
3800FGUPEBS2KR	Upgrade of NN3820 Feature Group Bundle from 1000 sessions to 2000 sessions	Net-Net 3820	SESSION
3800FGUPEBS350	Upgrade of NN3820 Feature Group Bundle from 250 sessions to 350 sessions	Net-Net 3820	SESSION
3800FGUPEBS350R	Upgrade of NN3820 Feature Group Bundle from 250 sessions to 350 sessions	Net-Net 3820	SESSION

3800FGUPEBS4K	Upgrade of NN3820 Feature Group Bundle from 2000 sessions to 4000 sessions	Net-Net 3820	SESSION
3800FGUPEBS4KR	Upgrade of NN3820 Feature Group Bundle from 2000 sessions to 4000 sessions	Net-Net 3820	SESSION
3800FGUPEBS500	Upgrade of NN3820 Feature Group Bundle from 350 sessions to 500 sessions	Net-Net 3820	SESSION
3800FGUPEBS500R	Upgrade of NN3820 Feature Group Bundle from 350 sessions to 500 sessions	Net-Net 3820	SESSION
3800FGUPEBS8K	Upgrade of NN3820 Feature Group Bundle from 4000 sessions to 8000 sessions	Net-Net 3820	SESSION
3800FGUPEBS8KR	Upgrade of NN3820 Feature Group Bundle from 4000 sessions to 8000 sessions	Net-Net 3820	SESSION
4250FG-COR-1K	Add 1000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FG-COR-1K-R	Add 1000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FG-COR-250	Add 250 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FG-COR-250-R	Add 250 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FG-COR-2K	Add 2000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per

			Metric Unit)
4250FG-COR-2K-R	Add 2000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FG-COR-4K	Add 4000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FG-COR-4K-R	Add 4000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FG-COR-500	Add 500 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FG-COR-500-R	Add 500 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FG-COR-UL	Add an unlimited number of sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FG-COR-UL-R	Add an unlimited number of sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPADV1K	Upgrade (1) advanced feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPADV1KR	Upgrade (1) advanced feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPADV2K	Upgrade (1) advanced feature group from 1000 sessions to 2000 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION

4250FGUPADV2KR	Upgrade (1) advanced feature group from 1000 sessions to 2000 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPADV4K	Upgrade (1) advanced feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPADV4KR	Upgrade (1) advanced feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPADV500	Upgrade (1) advanced feature group from 250 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPADV500R	Upgrade (1) advanced feature group from 250 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPADV-UL	Upgrade (1) advanced feature group from 4,000 sessions to an unlimited number of sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPADV-UL-R	Upgrade (1) advanced feature group from 4,000 sessions to an unlimited number of sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPCOR1K	Upgrade (1) core feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPCOR1KR	Upgrade (1) core feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPCOR2K	Upgrade (1) core feature group from 1000 sessions to 2000	Net-Net 4250	SESSION

	sessions. Must specify Feature group SKU		

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
4250FGUPCOR2KR	Upgrade (1) core feature group from 1000 sessions to 2000 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPCOR4K	Upgrade (1) core feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPCOR4KR	Upgrade (1) core feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPCOR500	Upgrade (1) core feature group from 250 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPCOR500R	Upgrade (1) core feature group from 250 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPCOR-UL	Upgrade (1) core feature group from 4,000 sessions to an unlimited number of sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4250FGUPCOR-UL-R	Upgrade (1) core feature group from 4,000 sessions to an unlimited number of sessions. Must specify Feature group SKU	Net-Net 4250	SESSION
4500FG-ADV-16K	Add 16,000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION

4500FG-ADV-16K-R	Add 16,000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-1K	Add 1000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-1K-R	Add 1000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-250	Add 250 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-250-R	Add 250 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-2K	Add 2000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-2K-R	Add 2000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-4K	Add 4000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-4K-R	Add 4000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-500	Add 500 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-500-R	Add 500 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-8K	Add 8000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
4500FG-ADV-8K-R	Add 8000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-UL	Add an unlimited number of sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-ADV-UL-R	Add an unlimited number of sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-16K	Add 16000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-16K-R	Add 16000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-1K	Add 1000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-1K-R	Add 1000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-250	Add 250 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-250-R	Add 250 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-2K	Add 2000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION

4500FG-COR-2K-R	Add 2000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-4K	Add 4000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-4K-R	Add 4000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-500	Add 500 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-500-R	Add 500 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-8K	Add 8000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-8K-R	Add 8000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-UL	Add an unlimited number of sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FG-COR-UL-R	Add an unlimited number of sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV16K	Upgrade (1) advanced feature group from 8000 sessions to 16,000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per

			Metric Unit)
4500FGUPADV16KR	Upgrade (1) advanced feature group from 8000 sessions to 16,000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV1K	Upgrade (1) advanced feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV1KR	Upgrade (1) advanced feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV2K	Upgrade (1) advanced feature group from 1000 sessions to 2000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV2KR	Upgrade (1) advanced feature group from 1000 sessions to 2000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV4K	Upgrade (1) advanced feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV4KR	Upgrade (1) advanced feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV500	Upgrade (1) advanced feature group from 250 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV500R	Upgrade (1) advanced feature group from 250 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION

4500FGUPADV8K	Upgrade (1) advanced feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV8KR	Upgrade (1) advanced feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV-UL	Upgrade (1) advanced feature group from 16,000 sessions to an unlimited number of sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPADV-ULR	Upgrade (1) advanced feature group from 16,000 sessions to an unlimited number of sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR16K	Upgrade (1) core feature group from 8000 sessions to 16,000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR16KR	Upgrade (1) core feature group from 8000 sessions to 16,000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR1K	Upgrade (1) core feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR1KR	Upgrade (1) core feature group from 500 sessions to 1000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR2K	Upgrade (1) core feature group from 1000 sessions to 2000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR2KR	Upgrade (1) core feature group from 1000 sessions to 2000	Net-Net 4500	SESSION

	sessions. Must specify Feature group SKU		
4500FGUPCOR4K	Upgrade (1) core feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
4500FGUPCOR4KR	Upgrade (1) core feature group from 2000 sessions to 4000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR500	Upgrade (1) core feature group from 250 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR500R	Upgrade (1) core feature group from 250 sessions to 500 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR8K	Upgrade (1) core feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR8KR	Upgrade (1) core feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR-UL	Upgrade (1) core feature group from 16,000 sessions to an unlimited number of sessions. Must specify Feature group SKU	Net-Net 4500	SESSION
4500FGUPCOR-ULR	Upgrade (1) core feature group from 16,000 sessions to an unlimited number of sessions. Must specify Feature group SKU	Net-Net 4500	SESSION

6300FG-ADV-8K-R	Add 8000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6300FG-COR-8K-R	Add 8000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-ADV-16K	Add 16,000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-ADV-16KR	Add 16,000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-ADV-4K	Add 4000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-ADV-4KR	Add 4000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-ADV-8K	Add 8000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-ADV-8KR	Add 8000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-ADV-ADD1K	Add 1000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-ADV-ADD1KR	Add 1000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-BASE-PROT	Acme Packet SIP and H.323 base protocols	Net-Net 6300	SESSION
6FG-COR-16K	Add 16000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-COR-16KR	Add 16000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION

6FG-COR-4K	Add 4000 sessions of (1) core feature group item. Must specify Feature	Net-Net 6300	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
	group SKU		
6FG-COR-4KR	Add 4000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-COR-8K	Add 8000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-COR-8KR	Add 8000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-COR-ADD1K	Add 1000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6FG-COR-ADD1KR	Add 1000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 6300	SESSION
6F-SRTP-16K	Add 16,000 sessions of SRTP	Net-Net 6300	SESSION
6F-SRTP-16KR	Add 16,000 sessions of SRTP	Net-Net 6300	SESSION
6F-SRTP-4K	Add 4000 sessions of SRTP	Net-Net 6300	SESSION
6F-SRTP-4KR	Add 4000 sessions of SRTP	Net-Net 6300	SESSION
6F-SRTP-8K	Add 8000 sessions of SRTP	Net-Net 6300	SESSION
6F-SRTP-8KR	Add 8000 sessions of SRTP	Net-Net 6300	SESSION

6F-SRTP-ADD1K	Add 1000 sessions of SRTP	Net-Net 6300	SESSION
6F-SRTP-ADD1KR	Add 1000 sessions of SRTP	Net-Net 6300	SESSION
6PSD-UP-SD-16K	Net-Net 6000 16000 session upgrade of Peering SD to (Universal) SD, standalone	Net-Net 6300	NODE
6PSD-UP-SD-16KR	Net-Net 6000 16000 session upgrade of Peering SD to (Universal) SD,redundant, high availability	Net-Net 6300	NODE
6PSD-UP-SD-4K	Net-Net 6000 4000 session upgrade of Peering SD to (Universal) SD, standalone	Net-Net 6300	NODE
6PSD-UP-SD-4KR	Net-Net 6000 4000 session upgrade of Peering SD to (Universal) SD, redundant, high availability	Net-Net 6300	NODE
6PSD-UP-SD-8K	Net-Net 6000 8000 session upgrade of Peering SD to (Universal) SD, standalone	Net-Net 6300	NODE
6PSD-UP-SD-8KR	Net-Net 6000 8000 session upgrade of Peering SD to (Universal) SD, redundant, high availability	Net-Net 6300	NODE
6PSD-UP-SDADD1K	Upgrade 1000 standalone sessions form a Peering SD to a (Universal) Session Director (SD) system, standalone	Net-Net 6300	SESSION
6PSD-UP-SDADD1KR	Upgrade 1000 standalone sessions form a Peering SD to a (Universal) Session Director (SD) system, redundant, high availability	Net-Net 6300	SESSION
9200FG-ADV-128K	Add 128000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-128KR	Add 128000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-16K	Add 16000 sessions of (1) advanced feature group item. Must specify	Net-Net 9200	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
	Feature group SKU		
9200FG-ADV-16KR	Add 16000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-32K	Add 32000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-32KR	Add 32000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-48K	Add 48000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-48KR	Add 48000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-4K	Add 4000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-4KR	Add 4000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-64K	Add 64000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-64KR	Add 64000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-8K	Add 8000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION

9200FG-ADV-8KR	Add 8000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-96K	Add 96000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-ADV-96KR	Add 96000 sessions of (1) advanced feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-BASE-PROT	SIP and H.323 base protocols	Net-Net 9200	NODE
9200FG-COR-128K	Add 128000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-128KR	Add 128000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-16K	Add 16000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-16KR	Add 16000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-32K	Add 32000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-32KR	Add 32000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
9200FG-COR-48K	Add 48000 sessions of (1) core feature group item.	Net-Net 9200	SESSION

	Must specify Feature group SKU		
9200FG-COR-48KR	Add 48000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-4K	Add 4000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-4KR	Add 4000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-64K	Add 64000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-64KR	Add 64000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-8K	Add 8000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-8KR	Add 8000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-96K	Add 96000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FG-COR-96KR	Add 96000 sessions of (1) core feature group item. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPADV128K	Upgrade (1) advanced feature group from 96000 sessions to 128000 sessions.	Net-Net 9200	SESSION

	Must specify Feature group SKU		
9200FGUPADV128KR	Upgrade (1) advanced feature group from 96000 sessions to 128000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPADV16K	Upgrade (1) advanced feature group from 8000 sessions to 16000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPADV16KR	Upgrade (1) advanced feature group from 8000 sessions to 16000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPADV32K	Upgrade (1) advanced feature group from 16000 sessions to 32000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPADV32KR	Upgrade (1) advanced feature group from 16000 sessions to 32000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPADV48K	Upgrade (1) advanced feature group from 32000 sessions to 48000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPADV48KR	Upgrade (1) advanced feature group from 32000 sessions to 48000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION

9200FGUPADV64K	Upgrade (1) advanced feature group from 48000 sessions to 64000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPADV64KR	Upgrade (1) advanced feature group from 48000 sessions to 64000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
9200FGUPADV8K	Upgrade (1) advanced feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPADV8KR	Upgrade (1) advanced feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPADV96K	Upgrade (1) advanced feature group from 64000 sessions to 96000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPADV96KR	Upgrade (1) advanced feature group from 64000 sessions to 96000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR128K	Upgrade (1) core feature group from 96000 sessions to 128000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR128KR	Upgrade (1) core feature group from 96000 sessions to 128000	Net-Net 9200	SESSION

	sessions. Must specify Feature group SKU		
9200FGUPCOR16K	Upgrade (1) core feature group from 8000 sessions to 16000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR16KR	Upgrade (1) core feature group from 8000 sessions to 16000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR32K	Upgrade (1) core feature group from 16000 sessions to 32000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR32KR	Upgrade (1) core feature group from 16000 sessions to 32000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR48K	Upgrade (1) core feature group from 32000 sessions to 48000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR48KR	Upgrade (1) core feature group from 32000 sessions to 48000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR64K	Upgrade (1) core feature group from 48000 sessions to 64000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR64KR	Upgrade (1) core feature group from 48000 sessions to 64000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR8K	Upgrade (1) core feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION

9200FGUPCOR8KR	Upgrade (1) core feature group from 4000 sessions to 8000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR96K	Upgrade (1) core feature group from 64000 sessions to 96000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
9200FGUPCOR96KR	Upgrade (1) core feature group from 64000 sessions to 96000 sessions. Must specify Feature group SKU	Net-Net 9200	SESSION
ADDSMX20K	SMX license for additional 20K end points - simplex mode	Net-Net 4500~Net-Net 3820~Net-Net 6300	END POINT
ADDSMX20K-R	SMX license for additional 20K end points - high availability mode	Net-Net 6300	END POINT
F-AKA-160K	Base 160000 tunnels of IPsec IMS AKA feature item	Net-Net 6300	TUNNEL
F-AKA-160K-R	Base 160000 tunnels of IPsec IMS AKA feature item.	Net-Net 6300	TUNNEL

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
F-AKA-320K	Base 320000 tunnels of IPsec IMS AKA feature item.	Net-Net 6300	TUNNEL
F-AKA-320K-R	Base 320000 tunnels of IPsec IMS AKA feature item.	Net-Net 6300	TUNNEL
F-AKA-80K	Base 80000 tunnels of IPsec IMS AKA feature group item	Net-Net 6300	TUNNEL
F-AKA-80K-R	Base 80000 tunnels of IPsec IMS AKA feature group item.	Net-Net 6300	TUNNEL
F-AKA-ADD10K	Add 10000 tunnels of IPsec IMS AKA feature item to a system with 160k tunnels or greater	Net-Net 6300	TUNNEL

F-AKA-ADD10K-R	Add 10000 tunnels of IPsec IMS AKA feature item to a system with 160k tunnels or greater	Net-Net 6300	TUNNEL
FG-ADV-ACC	Accounting feature group (Advanced group)	Net-Net 4500~Net-Net 9200~Net-Net 3820~Net-Net 6300	NODE
FG-ADV-ADD1KR	Add 1000 redundant high-availability sessions of one (1) advanced feature group to an existing system with 8000 sessions or greater. Must specify Feature group SKU	Net-Net 4500~Net-Net 9200~Net-Net 3820	SESSION
FG-ADV-FIP	FIPS-140-2 Government security certification feature group (Advanced group)	Net-Net 4500~Net-Net 3820	NODE
FG-ADV-GSC	Government security certification feature group Admin Security Level (Advanced group)	Net-Net 4500~Net-Net 9200~Net-Net 3820~Net-Net 6300	NODE
FG-ADV-IWF	IWF protocol license feature group (Advanced group)	Net-Net 4500~Net-Net 9200~Net-Net 3820~Net-Net E-SE~Net-Net 6300	NODE
FG-ADV-LI	Lawful intercept feature group (Advanced group)	Net-Net 4500~Net-Net 9200~Net-Net 3820~Net-Net 6300	NODE
FG-ADV-QOS	Quality of Service (QoS) feature group (Advanced group)	Net-Net 4500~Net-Net 9200~Net-Net 3820~Net-Net 6300	NODE
FG-ADV-REC	Session recording (SIPREC) feature group (Advanced group)	Net-Net 4500~Net-Net 9200~Net-Net 3820~Net-Net E-SE~Net-Net 6300	NODE
FG-ADV-V6	IPv4 to IPv6 interworking feature group (Advanced group)	Net-Net 4500~Net-Net 9200~Net-Net 3820~Net-Net E-SE~Net-Net 6300	NODE
FG-BASE-PROT	SIP, H.323, H.248, and MGCP base protocols	Net-Net 4500~Net-Net 3820~Net-Net 6300	NODE

FG-BASE-PROT-ESA	SIP and H.323 base protocols, Enterprise software application	Net-Net 4500~Net-Net 3820	NODE
FG-COR-ADD1KR	Add 1000 redundant high-availability sessions of one (1) core feature group to an existing system with 8000 sessions or greater. Must specify Feature group SKU	Net-Net 4500~Net-Net 9200~Net-Net 3820	SESSION
FG-COR-IPSEC	IPsec SIP Signaling Feature Group for Trunking (Core group)	Net-Net 6300	NODE
FG-COR-LB	Load balancing feature group (core group)	Net-Net 4500~Net-Net 9200~Net-Net 3820~Net-Net 6300	NODE
FG-COR-PS	Policy Server feature group (core group)	Net-Net 4500~Net-Net 9200~Net-Net 3820~Net-Net 6300	NODE
FG-COR-RTG	Routing feature group (core group)	Net-Net 4500~Net-Net 9200~Net-Net 3820~Net-Net 6300~Net-Net SP-VM	NODE

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
F-SRTSGSC-5K	Add base Admin Security license to Standalone Transaction Stateful Session Route Proxy (SR) - 5000 MPS license	Net-Net 7000~Net-Net 6300	MESSAGE PER SECOND (MPS)
F-SRTSGSC-5KR	Add base Admin Security license to High Availability Transaction Stateful Session Route Proxy (SR) - 5000 MPS license	Net-Net 7000~Net-Net 6300	MESSAGE PER SECOND (MPS)
F-SRTSGSC-ADD5K	Add 5000 MPS of Admin Security to an existing Standalone Session Route Proxy (SR) with base Admin Security license already installed	Net-Net 7000~Net-Net 6300	MESSAGE PER SECOND (MPS)

F-SRTSGSC-ADD5KR	Add 5000 MPS of Admin Security to an existing High Availability Session Route Proxy (SR) with base Admin Security license already installed	Net-Net 7000~Net-Net 6300	MESSAGE PER SECOND (MPS)
F-SRTSLB-ADD5K	Add 5000 MPS of Load Balancing to an existing Standalone Session Route Proxy (SR) with base Load Balancing license already installed	Net-Net 7000~Net-Net 6300	MESSAGE PER SECOND (MPS)
F-SRTSLB-ADD5KR	Add 5000 MPS of Load Balancing to an existing High Availability Session Route Proxy (SR) with base Load Balancing license already installed	Net-Net 7000~Net-Net 6300	MESSAGE PER SECOND (MPS)
LB4500ADD1M	Add one million subscribers to an existing SLB	Net-Net 4500	SUBSCRIBER
LB4500ADD1MR	Add one million subscribers to an existing SLB	Net-Net 4500	SUBSCRIBER
LB4500ADD20K	Add 20K subscribers to an existing SLB	Net-Net 4500	SUBSCRIBER
LB4500ADD20KR	Add 20K subscribers to an existing SLB	Net-Net 4500	SUBSCRIBER
NN3800-SD-ADD-S.025	Session license add-on for 25 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-ADD-S.025-HA	Session license add-on for 25 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-ADD-SPIWF-C	Add-on IWF license for 1000 to 8000 session system	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-ADD-SPIWF-C-HA	Add-on IWF license for 1000 to 8000 session system	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-ADD-SPSHI-B-HA	Add-on SIP, H.323 and SIP-H.323 interworking license for 150 to 500 session system	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-ALUH248-BC	Add-on license upgrade - H.248 for 150 to 500 sessions to H.248 for 1000 to 8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-ALUH248-BC-HA	Add-on license upgrade - H.248 for 150 to 500 sessions to H.248 for 1000 to 8000 sessions	Net-Net 3810~Net-Net 3820	SESSION

NN3800-SD-UP-ALUSHI-IWF-BC	Add-on license upgrade - SIP, H.323 and IWF for 150-500 sessions to IWF only for 1000-8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-ALUSHI-IWF-BC-HA	Add-on license upgrade - SIP, H.323 and IWF for 150-500 sessions to IWF only for 1000-8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-ALUSHI-SIP-BC-HA	Add-on license upgrade - SIP, H.323 and IWF for 150-500 sessions to SIP only for 1000-8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S-.15-.25	Session license upgrade from 150 to 250 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S.15-.25-HA	Session license upgrade from 150 to 250 sessions	Net-Net 3810~Net-Net 3820	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
NN3800-SD-UP-S-.25-.35	Session license upgrade from 250 to 350 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S.25-.35-HA	Session license upgrade from 250 to 350 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S-.35-.5	Session license upgrade from 350 to 500 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S.35-.5-HA	Session license upgrade from 350 to 500 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S-.5-1	Session license upgrade from 500 to 1000 sessions	Net-Net 3810~Net-Net 3820	SESSION

NN3800-SD-UP-S-.51-HA	Session license upgrade from 500 to 1000 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S-1-2	Session license upgrade from 1000 to 2000 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S-12-HA	Session license upgrade from 1000 to 2000 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S-2-4	Session license upgrade from 2000 to 4000 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S-24-HA	Session license upgrade from 2000 to 4000 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S-4-8	Session license upgrade from 4000 to 8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN3800-SD-UP-S-48-HA	Session license upgrade from 4000 to 8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
NN4500-BG-IPV6-16	IPv6-to-IPv4 interworking license - 16000 session system	Net-Net 4500	SESSION
NN4500-BG-IPV6-16HA	IPv6-to-IPv4 interworking license - 16000 session system	Net-Net 4500	SESSION
NN4500-BG-IPV6-4	IPv6-to-IPv4 interworking license - 4000 session system	Net-Net 4500	SESSION
NN4500-BG-IPV6-4HA	IPv6-to-IPv4 interworking license - 4000 session system	Net-Net 4500	SESSION
NN4500-BG-IPV6-8	IPv6-to-IPv4 interworking license - 8000 session system	Net-Net 4500	SESSION
NN4500-BG-IPV6-8HA	IPv6-to-IPv4 interworking license - 8000 session system	Net-Net 4500	SESSION

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NN4500-BG-QOS-4HA	QoS only license - 4000 session system	Net-Net 4500	SESSION
NN4500-BG-UP-MS.25-4-HA	Border Gateway media session license upgrade from 250 to 4000 sessions	Net-Net 4500	SESSION
NN4500-BG-UP-MS4-8-HA	Border Gateway media session license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
NN4500-BG-UPQOS-4-8-HA	QoS only license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP-.25-.5	Base protocol license upgrade from 250 to 500 sessions	Net-Net 4500	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
NN4500-SD-UP-BP.25-.5-HA	Base protocol license upgrade from 250 to 500 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP-.5-1	Base protocol license upgrade from 500 to 1000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP.5-1-HA	Base protocol license upgrade from 500 to 1000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP-1-2	Base protocol license upgrade from 1000 to 2000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP-12-HA	Base protocol license upgrade from 1000 to 2000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP16-UR	Base protocol license upgrade from 16000 to UR sessions	Net-Net 4500	SESSION

NN4500-SD-UP-BP16-UR-HA	Base protocol license upgrade from 16000 to UR sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP-2-4	Base protocol license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP-24-HA	Base protocol license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP-4-8	Base protocol license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP-48-HA	Base protocol license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP-816	Base protocol license upgrade from 8000 to 16000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-BP-816-HA	Base protocol license upgrade from 8000 to 16000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-IWF2-4-HA	SIP-H.323 IWF add-on license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
NN4500-SD-UP-IWF4-8-HA	SIP-H.323 IWF add-on license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
NN4500-SR-IPV6-UR	IPv6-to-IPv4 interworking license - unrestricted session system	Net-Net 4500	SESSION
NN4500-SR-LB-UR	Load balancing license - unrestricted session system	Net-Net 4500	SESSION
NN4500-SR-T-LB-T	Load balancing - transaction	Net-Net 4500	NODE
NN4500-SR-T-LB-THA	Load balancing - transaction	Net-Net 4500	NODE
NN4-SD-SIP-4-HA	SIP add-on license - 4000 sessions	Net-Net 4250	SESSION
NN-N-G4E-Q-FF	Add on full feature (FF) to existing ETC NIU with QoS.	Net-Net 4500~Net-Net 3820	NODE
PSD6300ADD1K	Add 1000 standalone sessions to an existing Peering Session Director (SD) system	Net-Net 6300	SESSION

PSD6300ADD1KR	Add 1000 redundant high-availability sessions to an existing Peering	Net-Net 6300	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
	Session Director (SD) system		
PSD-ADD1K-R	Add 1000 peering sessions to an existing Peering SD	Net-Net 4500~Net-Net 3820	SESSION
SD3800ADD25	Session license add-on for 25 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800ADD25R	Session license add-on for 25 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800-BASE-ESA	Net-Net 3800 Enterprise software application, Lawful Intercept functionality excluded	Net-Net 3820	SESSION
SD3800-BASE-SPSA	Net-Net 3800 Service Provider software application	Net-Net 3820	SESSION
SD3800HADDIWF-R	Add-on IWF license for 1000 to 8000 session system	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP1K	Session license upgrade from 500 to 1000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP1KR	Session license upgrade from 500 to 1000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP250	Session license upgrade from 150 to 250 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP250R	Session license upgrade from 150 to 250 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP2K	Session license upgrade from 1000 to 2000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP2KR	Session license upgrade from 1000 to 2000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP350	Session license upgrade from 250 to 350 sessions	Net-Net 3810~Net-Net 3820	SESSION

SD3800UP350R	Session license upgrade from 250 to 350 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP4K	Session license upgrade from 2000 to 4000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP4KR	Session license upgrade from 2000 to 4000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP500	Session license upgrade from 350 to 500 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP500R	Session license upgrade from 350 to 500 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP8K	Session license upgrade from 4000 to 8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UP8KR	Session license upgrade from 4000 to 8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UPH-H248	Add-on license upgrade - H.248 for 150 to 500 sessions to H.248 for 1000 to 8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UPH-IWF	Add-on license upgrade - SIP, H.323 and IWF for 150-500 sessions to IWF only for 1000-8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UPH-IWF-R	Add-on license upgrade - SIP, H.323 and IWF for 150-500 sessions to IWF only for 1000-8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UPH-SIP	Add-on license upgrade - SIP, H.323 and IWF for 150-500 sessions to SIP only for 1000-8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD3800UPH-SIP-R	Add-on license upgrade - SIP, H.323 and IWF for 150-500 sessions to SIP only for 1000-8000 sessions	Net-Net 3810~Net-Net 3820	SESSION
SD4250UP1K	Base protocol license upgrade from 500 to 1000 sessions	Net-Net 4250	SESSION
SD4250UP1KR	Base protocol license upgrade from 500 to 1000 sessions	Net-Net 4250	SESSION

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SD4250UP2K	Base protocol license upgrade from 1000 to 2000 sessions	Net-Net 4250	SESSION
SD4250UP2KR	Base protocol license upgrade from 1000 to 2000 sessions	Net-Net 4250	SESSION
SD4250UP4K	Base protocol license upgrade from 2000 to 4000 sessions	Net-Net 4250	SESSION
SD4250UP4KR	Base protocol license upgrade from 2000 to 4000 sessions	Net-Net 4250	SESSION
SD4250UP500	Base protocol license upgrade from 250 to 500 sessions	Net-Net 4250	SESSION
SD4250UP500R	Base protocol license upgrade from 250 to 500 sessions	Net-Net 4250	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
SD4250UP-UL	Base protocol license upgrade from 4000 to UR sessions	Net-Net 4250	SESSION
SD4250UP-UL-R	Base protocol license upgrade from 4000 to UR sessions	Net-Net 4250	SESSION
SD4500ADDPUP16K	Add-on protocol license upgrade from 8000 to 16000 sessions	Net-Net 4500	SESSION
SD4500ADDPUP16KR	Add-on protocol license upgrade from 8000 to 16000 sessions	Net-Net 4500	SESSION
SD4500ADDPUP1K	Add-on protocol license upgrade from 500 to 1000 sessions	Net-Net 4500	SESSION
SD4500ADDPUP1KR	Add-on protocol license upgrade from 500 to 1000 sessions	Net-Net 4500	SESSION
SD4500ADDPUP2K	Add-on protocol license upgrade from 1000 to 2000 sessions	Net-Net 4500	SESSION
SD4500ADDPUP2KR	Add-on protocol license upgrade from 1000 to 2000 sessions	Net-Net 4500	SESSION
SD4500ADDPUP4K	Add-on protocol license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION

SD4500ADDPUP4KR	Add-on protocol license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
SD4500ADDPUP500	Add-on protocol license upgrade from 250 to 500 sessions	Net-Net 4500	SESSION
SD4500ADDPUP500R	Add-on protocol license upgrade from 250 to 500 sessions	Net-Net 4500	SESSION
SD4500ADDPUP8K	Add-on protocol license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
SD4500ADDPUP8KR	Add-on protocol license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
SD4500ADDPUP-UL	Add-on protocol license upgrade from 16000 to UR sessions	Net-Net 4500	SESSION
SD4500ADDPUP-ULR	Add-on protocol license upgrade from 16000 to UR sessions	Net-Net 4500	SESSION
SD4500ADDSG10K	Add 10,000 non-redundant (standalone) security gateway tunnels to an existing Session Director system with the Security Gateway enabled	Net-Net 4500	TUNNEL
SD4500ADDSG10KR	Add 10,000 redundant security gateway tunnels to an existing Session Director system with the Security Gateway enabled	Net-Net 4500	TUNNEL
SD4500ADDSG50K	Add 50,000 non-redundant (standalone) security gateway tunnels to an existing Session Director system with the Security Gateway enabled	Net-Net 4500	TUNNEL
SD4500ADDSG50KR	Add 50,000 redundant security gateway tunnels to an existing Session Director system with the Security Gateway enabled	Net-Net 4500	TUNNEL
SD4500-BASE-ESA	Net-Net 4500 Enterprise software application, Lawful Intercept functionality excluded	Net-Net 4500	SESSION
SD4500-BASE-SPSA	Net-Net 4500 Service Provider software application	Net-Net 4500	SESSION

SD4500H248UP16KR	H.248 add-on license upgrade from 8000 to 16000 sessions	Net-Net 4500	SESSION
SD4500H248UP1KR	H.248 add-on license upgrade from 500 to 1000 sessions	Net-Net 4500	SESSION
SD4500H248UP2KR	H.248 add-on license upgrade from 1000 to 2000 sessions	Net-Net 4500	SESSION
SD4500H248UP4KR	H.248 add-on license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
SD4500H248UP500R	H.248 add-on license upgrade from 250 to 500 sessions	Net-Net 4500	SESSION
SD4500H248UP8KR	H.248 add-on license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
SD4500H248UP-ULR	H.248 add-on license upgrade from 16000 to UR sessions	Net-Net 4500	SESSION
SD4500IWFUP16K	SIP-H.323 IWF license upgrade from 8000 to 16000 sessions	Net-Net 4500	SESSION
SD4500IWFUP16KR	SIP-H.323 IWF license upgrade from 8000 to 16000 sessions	Net-Net 4500	SESSION
SD4500IWFUP1K	SIP-H.323 IWF add-on license upgrade from 500 to 1000 sessions	Net-Net 4500	SESSION
SD4500IWFUP1KR	SIP-H.323 IWF add-on license upgrade from 500 to 1000 sessions	Net-Net 4500	SESSION
SD4500IWFUP2K	SIP-H.323 IWF add-on license upgrade from 1000 to 2000 sessions	Net-Net 4500	SESSION
SD4500IWFUP2KR	SIP-H.323 IWF add-on license upgrade from 1000 to 2000 sessions	Net-Net 4500	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)

SD4500IWFUP4K	SIP-H.323 IWF add-on license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
SD4500IWFUP4KR	SIP-H.323 IWF add-on license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
SD4500IWFUP500	SIP-H.323 IWF add-on license upgrade from 250 to 500 sessions	Net-Net 4500	SESSION
SD4500IWFUP500R	SIP-H.323 IWF add-on license upgrade from 250 to 500 sessions	Net-Net 4500	SESSION
SD4500IWFUP8K	SIP-H.323 IWF add-on license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
SD4500IWFUP8KR	SIP-H.323 IWF add-on license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
SD4500PS16KR	Policy server license - 16000 session system	Net-Net 4500	SESSION
SD4500PS250R	Policy server license - 250 sessions for system	Net-Net 4500	SESSION
SD4500PS500	Policy server license - 500 sessions	Net-Net 4500	SESSION
SD4500PS8KR	Policy server license - 8000 session system	Net-Net 4500	SESSION
SD4500QOS16KR	QoS only license - 16000 session system	Net-Net 4500	SESSION
SD4500QOS1KR	QoS only license - 1000 session system	Net-Net 4500	SESSION
SD4500QOS250	QoS only license - 250 sessions for system	Net-Net 4500	SESSION
SD4500QOS250R	QoS only license - 250 sessions for system	Net-Net 4500	SESSION
SD4500QOS2KR	QoS only license - 2000 session system	Net-Net 4500	SESSION
SD4500QOS4KR	QoS only license - 4000 session system	Net-Net 4500	SESSION
SD4500QOS500	QoS only license - 500 sessions	Net-Net 4500	SESSION
SD4500QOS500R	QoS only license - 500 sessions	Net-Net 4500	SESSION

SD4500QOS8KR	QoS only license - 8000 session system	Net-Net 4500	SESSION
SD4500RTG16KR	Routing license - 16000 session system	Net-Net 4500	SESSION
SD4500RTG1KR	Routing license - 1000 session system	Net-Net 4500	SESSION
SD4500RTG250	Routing license - 250 sessions for system	Net-Net 4500	SESSION
SD4500RTG250R	Routing license - 250 sessions for system	Net-Net 4500	SESSION
SD4500RTG2KR	Routing license - 2000 session system	Net-Net 4500	SESSION
SD4500RTG4KR	Routing license - 4000 session system	Net-Net 4500	SESSION
SD4500RTG500	Routing license - 500 sessions	Net-Net 4500	SESSION
SD4500RTG500R	Routing license - 500 sessions	Net-Net 4500	SESSION
SD4500RTG8KR	Routing license - 8000 session system	Net-Net 4500	SESSION
SD4500SIPUP16K	SIP add-on license upgrade from 8000 to 16000 sessions	Net-Net 4500	SESSION
SD4500SIPUP16KR	SIP add-on license upgrade from 8000 to 16000 sessions	Net-Net 4500	SESSION
SD4500SIPUP1K	SIP add-on license upgrade from 500 to 1000 sessions	Net-Net 4500	SESSION
SD4500SIPUP1KR	SIP add-on license upgrade from 500 to 1000 sessions	Net-Net 4500	SESSION
SD4500SIPUP2K	SIP add-on license upgrade from 1000 to 2000 sessions	Net-Net 4500	SESSION
SD4500SIPUP2KR	SIP add-on license upgrade from 1000 to 2000 sessions	Net-Net 4500	SESSION
SD4500SIPUP4K	SIP add-on license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
SD4500SIPUP4KR	SIP add-on license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
SD4500SIPUP500	SIP add-on license upgrade from 250 to 500 sessions	Net-Net 4500	SESSION

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Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
SD4500SIPUP500R	SIP add-on license upgrade from 250 to 500 sessions	Net-Net 4500	SESSION
SD4500SIPUP8K	SIP add-on license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
SD4500SIPUP8KR	SIP add-on license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
SD4500SIPUP-UL	SIP add-on license upgrade from 16000 to UR sessions	Net-Net 4500	SESSION
SD4500SIPUP-UL-R	SIP add-on license upgrade from 16000 to UR sessions	Net-Net 4500	SESSION
SD4500TSM	Adds license to enable TSM	Net-Net 4500	SESSION
SD4500TSMR	Adds license to enable TSM	Net-Net 4500	SESSION
SD4500UP16K	Base protocol license upgrade from 8000 to 16000 sessions	Net-Net 4500	SESSION
SD4500UP16KR	Base protocol license upgrade from 8000 to 16000 sessions	Net-Net 4500	SESSION
SD4500UP1K	Base protocol license upgrade from 500 to 1000 sessions	Net-Net 4500	SESSION
SD4500UP1KR	Base protocol license upgrade from 500 to 1000 sessions	Net-Net 4500	SESSION
SD4500UP2K	Base protocol license upgrade from 1000 to 2000 sessions	Net-Net 4500	SESSION
SD4500UP2KR	Base protocol license upgrade from 1000 to 2000 sessions	Net-Net 4500	SESSION
SD4500UP4K	Base protocol license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
SD4500UP4KR	Base protocol license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
SD4500UP500	Base protocol license upgrade from 250 to 500 sessions	Net-Net 4500	SESSION

SD4500UP500R	Base protocol license upgrade from 250 to 500 sessions	Net-Net 4500	SESSION
SD4500UP8K	Base protocol license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
SD4500UP8KR	Base protocol license upgrade from 4000 to 8000 sessions	Net-Net 4500	SESSION
SD4500UP-UL	Base protocol license upgrade from 16000 to UR sessions	Net-Net 4500	SESSION
SD4500UP-ULR	Base protocol license upgrade from 16000 to UR sessions	Net-Net 4500	SESSION
SD4500UP-UL-R	Base protocol license upgrade from 16000 to UR sessions	Net-Net 4500	SESSION
SD6300ADD1K	Add 1000 standalone sessions to an existing Session Director (SD) system	Net-Net 6300	SESSION
SD6300ADD1KR	Add 1000 redundant high-availability sessions to an existing Session Director (SD) system	Net-Net 6300	SESSION
SD92K3UP128K	Base protocol license upgrade from 96000 to 128000 sessions	Net-Net 9200	SESSION
SD92K3UP128KR	Base protocol license upgrade from 96000 to 128000 sessions	Net-Net 9200	SESSION
SD92K3UP16K	Base protocol license upgrade from 8000 to 16000 sessions	Net-Net 9200	SESSION
SD92K3UP16KR	Base protocol license upgrade from 8000 to 16000 sessions	Net-Net 9200	SESSION
SD92K3UP32K	Base protocol license upgrade from 16000 to 32000 sessions	Net-Net 9200	SESSION
SD92K3UP32KR	Base protocol license upgrade from 16000 to 32000 sessions	Net-Net 9200	SESSION
SD92K3UP48K	Base protocol license upgrade from 32000 to 48000 sessions	Net-Net 9200	SESSION
SD92K3UP48KR	Base protocol license upgrade from 32000 to 48000 sessions	Net-Net 9200	SESSION
SD92K3UP64K	Base protocol license upgrade from 48000 to 64000 sessions	Net-Net 9200	SESSION

SD92K3UP64KR	Base protocol license upgrade from 48000 to 64000 sessions	Net-Net 9200	SESSION
SD92K3UP8K	Base protocol license upgrade from 4000 to 8000 sessions	Net-Net 9200	SESSION
SD92K3UP8KR	Base protocol license upgrade from 4000 to 8000 sessions	Net-Net 9200	SESSION
SD92K3UP96K	Base protocol license upgrade from 64000 to 96000 sessions	Net-Net 9200	SESSION
SD92K3UP96KR	Base protocol license upgrade from 64000 to 96000 sessions	Net-Net 9200	SESSION
SDADD1KR	Add 1000 redundant high-availability sessions to an existing Session Director (SD) system with 8000 sessions or greater	Net-Net 4500~Net-Net 9200~Net-Net 3820	SESSION
SDADDSG10KR	Add Security Gateway configuration (including 10,000 TSM or IPsec tunnel license) to existing system with Session Director configuration	Net-Net 4500~Net-Net 3820	TUNNEL

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
SDADDSMX20K	SMX license for additional 20K end points - simplex mode	Net-Net 4500~Net-Net 3820	END POINT
SDADDSMX20K-R	SMX license for additional 20K end points - high availability mode	Net-Net 4500~Net-Net 3820	END POINT
SDADDTS1K	Add 1K TSM tunnels to an existing non-redundant (standalone) Net-Net 4500 / 3820 Session Director	Net-Net 4500~Net-Net 3820	TUNNEL
SDADDTS1KR	Add 1K TSM tunnels to an existing redundant Net-Net 4500 / 3820 Session Director	Net-Net 4500~Net-Net 3820	TUNNEL
SD-IWF	IWF protocol - 8000 session maximum	Net-Net 4500	SESSION
SD-SIP	SIP protocol	Net-Net 4500	SESSION

SDSMX20K	SMX base license for first 20K end points - simplex mode	Net-Net 4500~Net-Net 3820	END POINT
SDSMX20K-R	SMX base license for first 20K end points - high availability mode	Net-Net 4500~Net-Net 3820	END POINT
SGADD10K	Add 10K TSM or IPsec tunnels to an existing non-redundant (standalone) Net-Net 3820 or Net-Net 4500 Security Gateway	Net-Net 4500~Net-Net 3820	TUNNEL
SGADD10KR	Add 10K TSM or IPsec tunnels to an existing Net-Net 3820 or Net-Net 4500 Security Gateway	Net-Net 4500~Net-Net 3820	TUNNEL
SGADD50K	Add 50K TSM or IPsec tunnels to an existing non-redundant (standalone) Net-Net 3820 or Net-Net 4500 Security Gateway	Net-Net 4500~Net-Net 3820	TUNNEL
SGADD50KR	Add 50K TSM or IPsec tunnels to an existing Net-Net 3820 or Net-Net 4500 Security Gateway	Net-Net 4500~Net-Net 3820	TUNNEL
SR4500DSUP16K	Session Router dialog stateful session license upgrade from 8000 sessions to 16000 sessions	Net-Net 4500	SESSION
SR4500DSUP16K-R	Session Router dialog stateful session license upgrade from 8000 sessions to 16000 sessions	Net-Net 4500	SESSION
SR4500DSUP4K	Session Router dialog stateful session license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
SR4500DSUP4K-R	Session Router dialog stateful session license upgrade from 2000 to 4000 sessions	Net-Net 4500	SESSION
SR4500DSUP8K	Session Router dialog stateful session license upgrade from 4000 sessions to 8000 sessions	Net-Net 4500	SESSION
SR4500DSUP8K-R	Session Router dialog stateful session license upgrade from 4000 sessions to 8000 sessions	Net-Net 4500	SESSION

SR4500NSUPTS	Session Router state mode license upgrade from stateless to transaction stateful	Net-Net 4500	NODE
SR4500NSUPTS-R	Session Router state mode license upgrade from stateless to transaction stateful	Net-Net 4500	NODE
SR4500TS-LB	Load balancing - transaction	Net-Net 4500	NODE
SR4500TS-LB-R	Load balancing - transaction	Net-Net 4500	NODE
SRDS-ADD1K	Add 1000 standalone sessions to an existing Session Route Proxy (SR) system with 8000 sessions or greater	Net-Net 4500~Net-Net 7000~Net-Net SPSE~Net-Net 6300	SESSION
SRDS-ADD1K-R	Add 1000 redundant high-availability sessions to an existing Session Route Proxy (SR) system with 8000 sessions or greater	Net-Net 4500~Net-Net 7000~Net-Net SPSE~Net-Net 6300	SESSION

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
SRTS-ADD5K	Add 5000 messages per second to an existing Session Route Proxy (SR) transaction stateful or stateless system	Net-Net 7000~Net-Net 6300	MESSAGE PER SECOND (MPS)
SRTS-ADD5K-R	Add 5000 messages per second to an existing Session Route Proxy (SR) transaction stateful or stateless system	Net-Net 7000~Net-Net 6300	MESSAGE PER SECOND (MPS)
SX4500ADD1K	Add 1000 standalone sessions to an existing NN4500 SMX (SX) system with 8000 sessions or greater (includes SIP and routing)	Net-Net 4500	SESSION
SX4500ADD1KR	Add 1000 redundant sessions to an existing NN4500 SMX (SX) system with 8000 sessions or greater (Includes SIP and routing)	Net-Net 4500	SESSION
SX4500-UP16K	Net-Net 4500 SMX, license upgrade from 8000 to 16000 sessions - w/SIP, routing	Net-Net 4500	SESSION

SX4500-UP16KR	Net-Net 4500 SMX, license upgrade from 8000 to 16000 sessions - w/SIP, routing	Net-Net 4500	SESSION
SX4500-UP1K	Net-Net 4500 SMX, license upgrade from 500 to 1000 sessions - w/SIP, routing	Net-Net 4500	SESSION
SX4500-UP1KR	Net-Net 4500 SMX, license upgrade from 500 to 1000 sessions - w/SIP, routing	Net-Net 4500	SESSION
SX4500-UP2K	Net-Net 4500 SMX, license upgrade from 1000 to 2000 sessions - w/SIP, routing	Net-Net 4500	SESSION
SX4500-UP2KR	Net-Net 4500 SMX, license upgrade from 1000 to 2000 sessions - w/SIP, routing	Net-Net 4500	SESSION
SX4500-UP4K	Net-Net 4500 SMX, license upgrade from 2000 to 4000 sessions - w/SIP, routing	Net-Net 4500	SESSION
SX4500-UP4KR	Net-Net 4500 SMX, license upgrade from 2000 to 4000 sessions - w/SIP, routing	Net-Net 4500	SESSION
SX4500-UP500	Net-Net 4500 SMX, license upgrade from 250 to 500 sessions - w/SIP, routing	Net-Net 4500	SESSION
SX4500-UP500R	Net-Net 4500 SMX, license upgrade from 250 to 500 sessions - w/SIP, routing	Net-Net 4500	SESSION
SX4500-UP8K	Net-Net 4500 SMX, license upgrade from 4000 to 8000 sessions - w/SIP, routing	Net-Net 4500	SESSION
SX4500-UP8KR	Net-Net 4500 SMX, license upgrade from 4000 to 8000 sessions - w/SIP, routing	Net-Net 4500	SESSION
T3820-AMRNB-25	AP3820 Transcoding codec royalty license for 25 sessions - AMR-NB	Net-Net 3820	SESSION
T3820-AMRWB-25	AP3820 Transcoding codec royalty license for 25 sessions - AMR-WB (G.722.2)	Net-Net 3820	SESSION
T4500-AMRNB-25	AP4500 Transcoding codec royalty license for 25 sessions - AMR-NB	Net-Net 4500	SESSION
T4500-AMRWB-25	AP4500 Transcoding codec royalty license for 25 sessions - AMR-WB (G.722.2)	Net-Net 4500	SESSION
T6300-AMRNB-25	AP6300 Transcoding codec royalty license for 25 sessions - AMR-NB	Net-Net 6300	SESSION
T6300-AMRWB-25	AP6300 Transcoding codec royalty license for 25 sessions - AMR-WB	Net-Net 6300	SESSION

Exhibit B4: Oracle Integrated Software
Options License Definitions, Rules & Metrics (September 8, 2020)

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
	(G.722.2)		
T6300-EVRC-25	AP6300 Transcoding codec royalty license for 25 sessions - EVRC	Net-Net 6300	SESSION
T6300-EVRCB-25	AP6300 Transcoding codec royalty license for 25 sessions - EVRCB	Net-Net 6300	SESSION
T9200-AMRNB-25	AP9200 Transcoding codec royalty license for 25 sessions - AMR-NB	Net-Net 9200	SESSION
T9200-AMRWB-25	AP9200 Transcoding codec royalty license for 25 sessions - AMR-WB (G.722.2)	Net-Net 9200	SESSION
T9200-EVRC-25	AP9200 Transcoding codec royalty license for 25 sessions - EVRC	Net-Net 9200	SESSION
T9200-EVRCB-25	AP9200 Transcoding codec royalty license for 25 sessions - EVRCB	Net-Net 9200	SESSION

End point (or endpoint) is defined as one individual user device identified by a unique internet protocol (IP) and port combination. If subscriber has multiple user devices, each unique user device must be counted. The maximum number of endpoints that are simultaneously connected to the licensed software at any one time must be licensed.

Message per Second (MPS) is defined as the maximum rate of messages that are each composed of an envelope that contains information required to accomplish transmission, delivery, and contents to the recipient. You must count all messages whether received or transmitted, averaged over a 30-second interval during the highest period of peak usage.

Node is defined as a set of servers managed by one Operations, Administration and Maintenance (OAM) function.

Session is defined as one established virtual connection (with or without media anchoring) (a) between two endpoints that is represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software. The maximum number of sessions that are simultaneously traversing the licensed software at any one time must be licensed.

Subscriber is defined as one subscriber device connected to or through the licensed software. If subscribers have multiple subscriber devices, each unique subscriber device is counted as a separate subscriber. The maximum number of subscribers that are simultaneously connected to or through the licensed product at any one time must be licensed.

Tunnel is defined as one connection where one network protocol (the delivery protocol) encapsulates a different payload protocol.

Legacy EAGLE

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
893-0057-01MKT	EAGLE IP User Interface	EAGLE	NODE
893-0058-01MKT	EAGLE Command Class Management	EAGLE	NODE
893-0059-01MKT	EAGLE Large Sys 1201 To 1500 Links	EAGLE	NODE
893-0059-10MKT	EAGLE Large Sys 1501 To 2000 Links	EAGLE	NODE
893-0059-11MKT	EAGLE Large SYS 2001 To 2800 Links	EAGLE	NODE
893-0061-01MKT	EAGLE GTT 270K TO 400K Entries	EAGLE	NODE
893-0061-10MKT	EAGLE GTT >400K TO 1 Million Entries	EAGLE	NODE
893-0064-01MKT	EAGLE 5001 To 6000 Routes	EAGLE	NODE

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
893-0064-02MKT	EAGLE 6001 To 7000 Routes	EAGLE	NODE
893-0064-03MKT	EAGLE 7001 To 8000 Routes	EAGLE	NODE
893-0064-05MKT	EAGLE 8001 To 10000 Routes	EAGLE	ROUTE
893-0067-01MKT	EAGLE Prepaid SMS Intercept	EAGLE	NODE
893-0069-01MKT	EAGLE Intermediate Global Title Loadsharing	EAGLE	NODE
893-0070-01MKT	EAGLE MNP Circular Route Prevention	EAGLE	NODE
893-0071-01MKT	EAGLE System Software	EAGLE	NODE
893-0077-01MKT	EAGLE 1025 TO 2000 MAP Table Entries	EAGLE	NODE
893-0077-10MKT	EAGLE 2001 TO 3000 MAP Table Entries	EAGLE	NODE
893-0091-01MKT	EAGLE System Security	EAGLE	NODE
893-0093-01MKT	EAGLE Portability Check For Mobile Originated SMS	EAGLE	NODE
893-0094-02MKT	EAGLE NPA-NXX Table Increase 300,000 Entries	EAGLE	330K NPA ENTRIES
893-0110-05MKT	EAGLE Up To 12M LNP Records	EAGLE	NODE
893-0110-06MKT	EAGLE >12M To 24M LNP Records	EAGLE	NODE
893-0110-07MKT	EAGLE >24M To 36M LNP Records	EAGLE	NODE
893-0110-08MKT	EAGLE >36M To 48M LNP Records	EAGLE	NODE
893-0110-09MKT	EAGLE >48M To 60M LNP Records	EAGLE	NODE
893-0110-10MKT	EAGLE >60M To 72M LNP Records	EAGLE	NODE
893-0110-11MKT	EAGLE >72M To 84M LNP Records	EAGLE	NODE
893-0110-12MKT	EAGLE >84M To 96M LNP Records	EAGLE	NODE
893-0110-13MKT	EAGLE >96M To 108M LNP Records	EAGLE	NODE
893-0110-14MKT	EAGLE >108M To 120M LNP Records	EAGLE	NODE
893-0110-15MKT	EAGLE >120M To 132M LNP Records	EAGLE	NODE
893-0110-16MKT	EAGLE >132M To 144M LNP Records	EAGLE	NODE
893-0110-17MKT	EAGLE >144M To 156M LNP Records	EAGLE	NODE
893-0110-18MKT	EAGLE >156M To 168M LNP Records	EAGLE	NODE
893-0110-19MKT	EAGLE >168M To 180M LNP Records	EAGLE	NODE
893-0110-20MKT	EAGLE >180M to 192M LNP Records	EAGLE	NODE
893-0110-21MKT	EAGLE >192M To 204M LNP Records	EAGLE	NODE

893-0110-22MKT	EAGLE >204M To 216M LNP Records	EAGLE	NODE
893-0110-23MKT	EAGLE >216M To 228M LNP Records	EAGLE	NODE
893-0110-24MKT	EAGLE >228M To 240M LNP Records	EAGLE	NODE
893-0110-25MKT	EAGLE >240M To 252M LNP Records	EAGLE	NODE
893-0110-26MKT	EAGLE >252M To 264M LNP Records	EAGLE	NODE
893-0110-27MKT	EAGLE >264M To 276M LNP Records	EAGLE	NODE
893-0110-28MKT	EAGLE >276M To 288M LNP Records	EAGLE	NODE
893-0110-29MKT	EAGLE >288M To 300M LNP Records	EAGLE	NODE
893-0110-30MKT	EAGLE >300M To 312M LNP Records	EAGLE	NODE
893-0110-31MKT	EAGLE >312M To 324M LNP Records	EAGLE	NODE
893-0110-32MKT	EAGLE >324M To 336M LNP Records	EAGLE	NODE
893-0110-33MKT	EAGLE >336M To 348M LNP Records	EAGLE	NODE
893-0110-34MKT	EAGLE >348M To 360M LNP Records	EAGLE	NODE

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
893-0110-35MKT	EAGLE >360M To 372M LNP Records	EAGLE	NODE
893-0110-36MKT	EAGLE >372M To 384M LNP Records	EAGLE	NODE
893-0120-01MKT	EAGLE ANSI/ITU SCCP Conversion	EAGLE	NODE
893-0121-01MKT	EAGLE 15 Minute Measurements	EAGLE	NODE
893-0123-01MKT	EAGLE Equipment Identity Register	EAGLE	NODE
893-0124-01MKT	EAGLE Enhanced GSM MAP Screening	EAGLE	NODE
893-0130-01MKT	EAGLE 0 To 4 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-02MKT	EAGLE 5 To 8 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-03MKT	EAGLE 9 To 16 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-04MKT	EAGLE 17 To 24 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-05MKT	EAGLE 25 To 32 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-06MKT	EAGLE 33 To 40 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-07MKT	EAGLE 41 To 48 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-08MKT	EAGLE 49 To 56 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-09MKT	EAGLE 57 To 64 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-10MKT	EAGLE 65 To 72 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-11MKT	EAGLE 73 To 80 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-12MKT	EAGLE 81 To 88 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-13MKT	EAGLE 89 To 96 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-14MKT	EAGLE 97 To 104 Synchronous E1 High Speed Links	EAGLE	NODE
893-0130-15MKT	EAGLE 105 To 112 Synchronous E1 High Speed Links	EAGLE	NODE

893-0130-16MKT	EAGLE 113 To 120 Synchronous E1 High Speed Links	EAGLE	NODE
893-0132-01MKT	EAGLE GSM MAP Screening	EAGLE	NODE
893-0135-01MKT	EAGLE MTP ROUTED GSM MAP Screening	EAGLE	NODE
893-0136-01MKT	EAGLE ITU NATL/INTL Spare Point Code	EAGLE	NODE
893-0140-01MKT	EAGLE GSM MAP SRI Redirect To Serving HLR	EAGLE	NODE
893-0142-01MKT	EAGLE Origin-Based MTP Routing	EAGLE	NODE
893-0143-01MKT	EAGLE Origin-Based SCCP Routing	EAGLE	NODE
893-0154-01MKT	EAGLE Flexible GTT Loadsharing	EAGLE	NODE
893-0155-01MKT	EAGLE IDP Screening	EAGLE	NODE
893-0160-01MKT	EAGLE Prepaid IDP Query Relay	EAGLE	NODE
893-0161-01MKT	SW Support OF 128 PDBI Connections	EAGLE	128 PDBI CONNECTIONS
893-0165-01MKT	EAGLE SCCP Loop Detection	EAGLE	NODE
893-0166-01MKT	EAGLE A-Port/ANSI-41 Mobile Number Portability	EAGLE	NODE
893-0167-01MKT	EAGLE Voice Mail Router	EAGLE	NODE
893-0170-01MKT	EAGLE Weighted GTT Loadsharing	EAGLE	NODE
893-0171-01MKT	EAGLE Transaction Based GTT Loadsharing	EAGLE	NODE
893-0172-01MKT	EAGLE G-Port Mobile Number Portability	EAGLE	NODE
893-0173-01MKT	EAGLE IS41 GSM Migration	EAGLE	NODE
893-0174-01MKT	EAGLE Application Support For MTP Routed Messages	EAGLE	NODE
893-0176-01MKT	EAGLE AuTo Point Code Recovery	EAGLE	NODE
893-0177-01MKT	EAGLE G-Port SRI Query For Prepaid	EAGLE	NODE

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
893-0178-01MKT	EAGLE ANSI-41 INP Query	EAGLE	NODE
893-0179-01MKT	EAGLE IDP Number Portability (INP)	EAGLE	NODE
893-0181-01MKT	Enhanced Loopback Detection EAGLE	EAGLE	NODE
893-0184-01MKT	EAGLE Large MSU Support For IP Signaling	EAGLE	NODE
893-0185-01MKT	EAGLE Hex Digit Support For GTT	EAGLE	NODE
893-0187-01MKT	EAGLE UP To 10 Proxy Point Codes	EAGLE	NODE
893-0187-02MKT	EAGLE 11 To 20 Proxy Point Codes	EAGLE	NODE
893-0187-03MKT	EAGLE 21 To 30 Proxy Point Codes	EAGLE	NODE
893-0188-01MKT	EAGLE SEAS Over IP Feature	EAGLE	NODE
893-0189-01MKT	EAGLE TIF Number Portability	EAGLE	NODE
893-0191-01MKT	EAGLE E5-SM4G 5000 TPS	EAGLE	NODE
893-0191-02MKT	EAGLE E5-SM4G 6800 TPS	EAGLE	NODE
893-0191-03MKT	EAGLE 10,000 TPS Per E5-SM8G-B Throughput Capacity Per Node	EAGLE	NODE
893-0191-04MKT	EAGLE 13,600 TPS Per E5-SM8G-B Throughput Capacity Per Node	EAGLE	NODE
893-0194-01MKT	EAGLE MO GSM SMS Number Portability	EAGLE	NODE
893-0195-01MKT	EAGLE MO IS41 SMS Number Portability	EAGLE	NODE
893-0197-01MKT	EAGLE Multiple Linksets To Single Adjacent Point Code	EAGLE	NODE
893-0198-01MKT	EAGLE 6-Way Loadsharing ON Routesets	EAGLE	NODE
893-0199-01MKT	EAGLE MT IS41 SMS Number Portability	EAGLE	NODE

893-0200-01MKT	EAGLE MT GSM SMS Number Portability	EAGLE	NODE
893-0201-01MKT	EAGLE HIPR2 High Rate Mode	EAGLE	NODE
893-0217-01MKT	EAGLE HLR Router MAP Layer Routing	EAGLE	NODE
893-0218-01MKT	EAGLE Advanced Global Title Modification	EAGLE	NODE
893-0218-03MKT	EAGLE Advanced GT Modification, Calling Party Upgrade	EAGLE	NODE
893-0219-01MKT	EAGLE HLR Router	EAGLE	NODE
893-0221-01MKT	EAGLE ATI Number Portability Query	EAGLE	NODE
893-0222-01MKT	EAGLE 39.2 Or Later License TIF SCS FWD	EAGLE	NODE
893-0225-01MKT	EAGLE TIF Number Substitution	EAGLE	NODE
893-0240-01MKT	EAGLE TIF Simple Number Substitution	EAGLE	NODE
893-0241-01MKT	EAGLE MT GSM MMS Number Portability	EAGLE	NODE
893-0244-01MKT	EAGLE Proprietary ATI Number Portability Query	EAGLE	NODE
893-0245-01MKT	EAGLE TIF ASD	EAGLE	NODE
893-0246-01MKT	EAGLE MO SMS B-Party Routing	EAGLE	NODE
893-0248-01MKT	EAGLE 16 Different GTT Lengths In VGTT	EAGLE	NODE
893-0255-01MKT	EAGLE TIF GRN	EAGLE	NODE
893-0256-01MKT	EAGLE IDPR GRN	EAGLE	NODE
893-0257-01MKT	EAGLE IDPR ASD	EAGLE	NODE
893-0261-01MKT	EAGLE Info Analyzed Relay Number Portability	EAGLE	NODE
893-0263-01MKT	EAGLE 40.0 Or Later License ACG For ITU TCAP LRN Query	EAGLE	NODE
893-0265-01MKT	EAGLE SLS Bit Rotation On Incoming Linkset	EAGLE	NODE
893-0266-01MKT	EAGLE MO SMS GRN	EAGLE	NODE
893-0267-01MKT	EAGLE MO SMS ASD	EAGLE	NODE

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
893-0273-04MKT	EAGLE 41.0 Or Later Synchronous T1 High Speed Link A System Qty 24	EAGLE	LINK
893-0273-12MKT	EAGLE 41.0 Or Later License Synchronous T1 High Speed Link A System Qty 88	EAGLE	NODE
893-0273-15MKT	EAGLE 41.0 Or Later License Synchronous T1 High Speed Link A System Qty 112	EAGLE	NODE
893-0274-01MKT	EAGLE GTT Loadsharing With Alternate Routing Indicator	EAGLE	NODE
893-0275-01MKT	EAGLE GTT Discard	EAGLE	NODE
893-0276-01MKT	EAGLE GTT Duplicate	EAGLE	NODE
893-0277-01MKT	EAGLE Flexible Linkset Optional Based Routing	EAGLE	NODE
893-0278-01MKT	EAGLE TCAP OPCODE Based Routing	EAGLE	NODE
893-0279-01MKT	EAGLE 0 To 3 TCAP OPCODES	EAGLE	NODE
893-0279-02MKT	EAGLE 4 To 6 TCAP OPCODES	EAGLE	NODE
893-0279-03MKT	EAGLE 7 To 12 TCAP OPCODES	EAGLE	NODE
893-0279-04MKT	EAGLE 13 To 24 TCAP OPCODES	EAGLE	NODE
893-0279-05MKT	EAGLE 25 To 48 TCAP OPCODES	EAGLE	NODE
893-0279-06MKT	EAGLE 49 To 96 TCAP OPCODES	EAGLE	NODE
893-0279-07MKT	EAGLE >96 TCAP OPCODES	EAGLE	NODE
893-0285-01MKT	EAGLE INP Circular Route Prevention	EAGLE	NODE
893-0332-01MKT	EAGLE IDP A-Party Blacklist	EAGLE	NODE

893-0333-01MKT	EAGLE IDP A-Party Routing	EAGLE	NODE
893-0336-01MKT	EAGLE IDP Service Key Routing	EAGLE	NODE
893-0342-01MKT	EAGLE Info Analyzed Relay Base	EAGLE	NODE
893-0343-01MKT	EAGLE Service Portbility	EAGLE	NODE
893-0349-01MKT	EAGLE Analyzed Info Query No DB	EAGLE	NODE
893-0350-01MKT	EAGLE 41.1 Or Later Info Analyzed Relay ASD	EAGLE	NODE
893-0353-01MKT	EAGLE XUDT UDT Conversion	EAGLE	NODE
893-0356-01MKT	EAGLE 41.1 Or Later GWS Stop Action For MTP Routed Messages	EAGLE	NODE
893-0372-01MKT	EAGLE Point Code And CIC Translation 25	EAGLE	NODE
893-0372-02MKT	EAGLE Point Code And CIC Translation 50	EAGLE	NODE
893-0372-03MKT	EAGLE Point Code And CIC Translation 75	EAGLE	NODE
893-0372-04MKT	EAGLE Point Code And CIC Translation 100	EAGLE	NODE
893-0372-05MKT	EAGLE Point Code And CIC Translation 150	EAGLE	NODE
893-0372-06MKT	EAGLE Point Code And CIC Translation 200	EAGLE	NODE
893-0372-07MKT	EAGLE Point Code And CIC Translation 250	EAGLE	NODE
893-0372-08MKT	EAGLE Point Code And CIC Translation 1000	EAGLE	NODE
893-0373-01MKT	EAGLE E5-OAM Integrated Measurements Platform Per Node	EAGLE	NODE
893-0375-01MKT	EAGLE GTT Forward	EAGLE	NODE
893-0376-01MKT	EAGLE TIF SUBSCR CGPN Blacklisting	EAGLE	NODE
893-0377-01MKT	EAGLE TIF RANGE CGPN Blacklisting	EAGLE	NODE
893-0379-01MKT	EAGLE S-Port Subscriber Differentiation	EAGLE	NODE
893-0385-01MKT	EAGLE LOCREQ Query Response	EAGLE	NODE
893-0389-01MKT	EAGLE E5-OAM IntegrateD Gateway Loading Services Per Node	EAGLE	NODE

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
893-0391-01MKT	EAGLE 1 to 5 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-02MKT	EAGLE 6 to 10 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-03MKT	EAGLE 11 to 15 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-04MKT	EAGLE 16 to 20 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-05MKT	EAGLE 21 to 25 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-06MKT	EAGLE 26 to 30 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-07MKT	EAGLE 31 to 35 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-08MKT	EAGLE 36 to 40 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-09MKT	EAGLE 41 to 45 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-10MKT	EAGLE 46 to 50 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-11MKT	EAGLE 51 to 55 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-12MKT	EAGLE 56 to 60 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-13MKT	EAGLE 61 to 65 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-14MKT	EAGLE 66 to 70 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-15MKT	EAGLE 71 to 75 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-16MKT	EAGLE 76 to 80 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-17MKT	EAGLE 81 to 85 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-18MKT	EAGLE 86 to 90 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-19MKT	EAGLE 91 to 95 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-20MKT	EAGLE 96 to 100 3-Port E5-ATM Cards	EAGLE	NODE

893-0391-21MKT	EAGLE 101 to 105 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-22MKT	EAGLE 106 to 110 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-23MKT	EAGLE 111 to 115 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-24MKT	EAGLE 116 to 120 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-25MKT	EAGLE 121 to 125 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-26MKT	EAGLE 126 to 130 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-27MKT	EAGLE 131 to 135 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-28MKT	EAGLE 136 to 140 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-29MKT	EAGLE 141 to 145 3-Port E5-ATM Cards	EAGLE	NODE
893-0391-30MKT	EAGLE 146 to 150 3-Port E5-ATM Cards	EAGLE	NODE
893-0393-01MKT	EAGLE NPP Single WildCards UNLTD In 1ST 6 Positions	EAGLE	NODE
893-0395-01MKT	EAGLE E5-ENET-B IPSG High Throughput	EAGLE	NODE
893-0398-01MKT	EAGLE EPAP 240M Support (120M DN + 120M IMSI) Per Node	EAGLE	NODE
893-0402-01MKT	EAGLE TIF Selective Screening Per Node	EAGLE	NODE
893-0404-01MKT	EAGLE E5-OAM SNMP Feed Per Node	EAGLE	NODE
893-0405-01MKT	EAGLE Dual EXAP Support Per Node	EAGLE	NODE
893-0406-01MKT	EAGLE SIP Number Portability Per Node	EAGLE	NODE
893-0407-01MKT	EAGLE 751K To 1M TPS Per Node	EAGLE	NODE
893-0408-01MKT	EAGLE TTC/ITU SCCP Conversion Per Node	EAGLE	NODE
893-0424-01MKT	EAGLE Diameter S13 Interface For EIR	EAGLE	NODE
893-4000-01MKT	EAGLE OA&M IP Security Enhancements	EAGLE	NODE
971-0067-01MKT	Enhanced LNP Architecture DSM Software EAGLE	EAGLE	EACH

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
971-0068-11MKT	EAGLE ELAP E5-APP-B Software	EAGLE	NODE
971-0073-01MKT	SW DSM 4G 36 To 48M	EAGLE	12M LSMS RECORDS
971-0075-01MKT	EAGLE EPAP Performance Software	EAGLE	NODE
971-0076-01MKT	EAGLE DSM Per 850 TPS	EAGLE	SM CARD
971-0077-01MKT	EAGLE ELAP OS TPD Software	EAGLE	NODE
971-0078-01MKT	EAGLE ELAP Performance Software	EAGLE	NODE
971-0085-01MKT	EAGLE IP Gateway 1 TPS	EAGLE	EACH
971-0085-02MKT	EAGLE IP Transport 1 TPS	EAGLE	NODE
971-0092-01MKT	EAGLE ITU Base Software	EAGLE	NODE
971-0097-01MKT	EAGLE E1 8 Low Speed Links	EAGLE	8 LSL
971-0097-02MKT	EAGLE T1 8 Low Speed Links	EAGLE	8 LSL
971-0106-01MKT	EAGLE IP Gateway E5-ENET Core Software	EAGLE	NODE
971-0106-02MKT	EAGLE IP Transport E5-ENET Core Software	EAGLE	NODE
971-0108-01MKT	EAGLE Synchronous E1 High Speed Link 1 SE-HSL Link	EAGLE	LINK
971-0108-02MKT	EAGLE 41.0 Or Later License 1 Synchronous T1 High Speed Link (ST-HSL)	EAGLE	LINK
971-0109-01MKT	EAGLE Nodal Software Update	EAGLE	NODE
971-0109-02MKT	Eagle 40.1.X Nodal Software Update	EAGLE	NODE
971-0109-04MKT	Eagle 42.X Nodal Software Update	EAGLE	NODE
971-0109-05MKT	Eagle 43.X Nodal Software Update	EAGLE	NODE

971-0109-06MKT	Eagle 44.X Nodal Software Update	EAGLE	NODE
971-0109-07MKT	Eagle 45.X Nodal Software Update	EAGLE	NODE
971-0119-01MKT	Enhanced STC Perforance Software License Up To 4800 TVG Grants Per EDCM/EDCM-A EAGLE	EAGLE	STC CARD
971-0131-01MKT	EAGLE EGMS TC Continue And End	EAGLE	NODE
971-0136-01MKT	EAGLE Version Independent License E5-SM4G Core SCCP Software	EAGLE	EACH
971-0139-01MKT	EAGLE SEAS Over IP	EAGLE	NODE
971-0139-02MKT	EAGLE 37.5 Or Later License SEAS Over IP Upgrade	EAGLE	NODE
971-0160-01MKT	EAGLE Version Independent License DB Transaction ANSI Per E5-SM	EAGLE	TPS PER CARD
971-0160-02MKT	EAGLE Restricted ANSI DB Transactions License Per E5-SM	EAGLE	TPS PER CARD
971-0160-03MKT	EAGLE ANSI DB Transaction Upgrade To Maximum Transactions License Per E5-SM	EAGLE	TPS PER CARD
971-0160-04MKT	EAGLE 41.1 Or Later License 6,800 ANSI DB Transactions Per Second Per E5-SM	EAGLE	SM CARD
971-0160-05MKT	EAGLE 41.1 Or Later License 5,000 To 6,800 ANSI DB Transactions Per Second Per E5-SM Upgrade	EAGLE	SM CARD
971-0160-06MKT	EAGLE 10,000 ANSI Databasae TPS Per E5-SM	EAGLE	SM CARD
971-0160-07MKT	EAGLE 6,800 To 10,000 ANSI Database TPS Per E5-SM Upgrade	EAGLE	SM CARD
971-0160-08MKT	EAGLE 13,600 ANSI Database TPS Per E5-SM	EAGLE	SM CARD
971-0160-09MKT	EAGLE 10,000 To 13,600 ANSI Database TPS Per E5-SM Upgrade	EAGLE	SM CARD
971-0161-01MKT	EAGLE Version Independent License DB Transaction ITU Per E5-SM	EAGLE	SM CARD
971-0161-02MKT	EAGLE Restricted ITU DB Transactions License Per E5-SM	EAGLE	SM CARD

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
971-0161-03MKT	EAGLE ITU DB Transaction Upgrade To Maximum Transactions License Per E5-SM	EAGLE	SM CARD
971-0161-05MKT	EAGLE 41.1 Or Later License 6,800 ITU DB Transactions Per Second Per E5-SM	EAGLE	SM CARD
971-0161-06MKT	EAGLE 41.1 Or Later License 3,125 To 6,800 ITU DB Transactions Per Second Per E5-SM Upgrade	EAGLE	SM CARD
971-0161-07MKT	EAGLE 41.1 Or Later 6,800 ITU DB Transactions Per Second Per E5-SM In >2000 Link Node	EAGLE	SM CARD
971-0161-08MKT	EAGLE 10,000 ITU Database TPS Per E5-SM	EAGLE	SM CARD
971-0161-09MKT	EAGLE 6,800 To 10,000 ITU Database TPS Per E5-SM Upgrade	EAGLE	SM CARD
971-0161-10MKT	EAGLE 13,600 ITU Database TPS Per E5-SM	EAGLE	SM CARD
971-0161-11MKT	EAGLE 10,000 To 13,600 ITU Database TPS Per E5-SM Upgrade	EAGLE	SM CARD

971-0170-01MKT	EAGLE Version Independent License IPLIM EDCM 2000 TU	EAGLE	IPLIM CARD
971-0172-01MKT	EAGLE Version Independent License IPLIM E5-ENET 4000 TU	EAGLE	IPLIM CARD
971-0173-01MKT	EAGLE IPGW 4000 TU	EAGLE	NODE
971-0217-01MKT	EAGLE STC Per E5-ENET	EAGLE	STC CARD
971-0252-01MKT	EAGLE HIPR2 High Rate Mode Per HIPR2	EAGLE	HIPR2 CARD
971-0253-01MKT	EAGLE E5-OAM Card Set	EAGLE	NODE
971-0258-01MKT	EAGLE 38.0 Or Later License Brazil Wireless NP Software Bundle	EAGLE	NODE
971-0260-01MKT	EPAP 9.6 Or Later License PDBA Proxy Support For SOG	EAGLE	NODE
971-0276-01MKT	EAGLE EGMS Between ITUI/ITUN	EAGLE	NODE
971-0277-01MKT	EPAP Version Independent License 1000 Number Range Entries Per Each Increment	EAGLE	1K NUMBER RANGE ENTRIES
971-0278-01MKT	EAGLE 5000 GTT TPS Per E5-SM	EAGLE	SM CARD
971-0278-02MKT	EAGLE GTT Transactions Upgrade To Maximum Transactions License Per E5-SM	EAGLE	TPS PER CARD
971-0278-03MKT	EAGLE 41.1 Or Later License 6,800 GTT Transactions Per Second Per E5-SM	EAGLE	SM CARD
971-0278-04MKT	EAGLE 41.1 Or Later License 5,000 To 6,800 GTT Transactions Per Second Per E5SM Upgrade	EAGLE	SM CARD
971-0278-05MKT	EAGLE 10,000 GTT TPS Per E5-SM	EAGLE	SM CARD
971-0278-06MKT	EAGLE 6,800 To 10,000 GTT TPS Per E5-SM Upgrade	EAGLE	SM CARD
971-0278-07MKT	EAGLE 13,600 GTT TPS Per E5-SM	EAGLE	SM CARD
971-0278-08MKT	EAGLE 10,000 To 13,600 GTT TPS Per E5-SM Upgrade	EAGLE	SM CARD
971-0286-01MKT	EAGLE Version Independent License Link Interface Module (HSL) T1 To E1 Capacity Increase	EAGLE	SERVER
971-0287-01MKT	EAGLE IPSG 5000 TUS	EAGLE	SERVER
971-0287-02MKT	EAGLE IPSG 500 TUS	EAGLE	NODE
971-0287-03MKT	EAGLE 38.0 Or Later License E5-ENET IPGW/IPLIM To IPSG Upgrade	EAGLE	IPLIM CARD
971-0287-05MKT	EAGLE 38.0 Or Later License IPSG E5-ENET M3UA Limited	EAGLE	SERVER
971-0287-07MKT	EAGLE 38.0 Or Later License E5-ENET IPGW To IPSG Upgrade M3UA Limited	EAGLE	SERVER
971-0287-08MKT	EAGLE 41.1 Or Later License Per IPSG E5-ENET IN >2,000 Link Node	EAGLE	NETWORK
971-0293-01MKT	EAGLE Fast Copy 5000 TUS	EAGLE	NETWORK

Item	Description	Applicable Computer Equipment	Applicable Metric (Per Metric Unit)
971-0293-02MKT	EAGLE Fast Copy 500 TUS	EAGLE	500 TUPS
971-0309-01MKT	EAGLE Prepaid IDP Query Relay CGPN	EAGLE	NODE
971-0311-01MKT	EAGLE MO-SMS Prepaid Intercept On B-Party	EAGLE	NODE
971-0331-01MKT	EAGLE 39.2 Or Later License TIM Brazil NP Software Bundle	EAGLE	NODE

971-0336-01MKT	EAGLE TIF NP CRP	EAGLE	NODE
971-0337-01MKT	EAGLE TIF IAM/SAM Split	EAGLE	NODE
971-0338-01MKT	EAGLE TIF Base	EAGLE	NODE
971-0340-01MKT	EAGLE EGMS RI GT For Outgoing Messages	EAGLE	NODE
971-0342-01MKT	EAGLE 40.0 Or Later License ITU TCAP LRN Query	EAGLE	NODE
971-0343-01MKT	EAGLE MO SMS Interactions With IS41 GSM Migration	EAGLE	NODE
971-0351-01MKT	EAGLE EGMS Non-Segmented XUDT Support	EAGLE	NODE
971-0354-01MKT	EAGLE 40.0 Or Later License IDP-SMS Relay	EAGLE	NODE
971-0359-01MKT	EAGLE 41.1 Or Later License GRN For NP With INP ATI G-Port	EAGLE	NODE
971-0365-01MKT	EAGLE 40.1 Or Later License Prepaid SMS Intercept Support For SSN Routing	EAGLE	NODE
971-0366-01MKT	EAGLE E.164 Blacklist Support For 1000 Entries	EAGLE	NODE
971-0377-01MKT	EAGLE 39.2 Or Later License Network Indicator Mapping	EAGLE	NODE
971-0395-01MKT	EAGLE INP Additional Application	EAGLE	NODE
971-0415-01MKT	EAGLE SRI SM Circular Route Prevention	EAGLE	NODE
971-0425-01MKT	EAGLE GTT After G-Port For SRI SM	EAGLE	NODE
971-0441-01MKT	EAGLE EPAP Lower PDBI Message Timeouts	EAGLE	NODE
971-0453-01MKT	EAGLE MAP Layer Routing Per 5 OPCODES	EAGLE	NODE
971-0494-01MKT	EAGLE GTT Pre LNP Message Relay	EAGLE	NODE
971-0495-01MKT	EAGLE GTT Post LNP Message Relay	EAGLE	NODE
971-0505-01MKT	EAGLE G-Port DEL CC For SP Enhancement	EAGLE	NODE
971-0582-01MKT	EAGLE TTC Base Software Per Node	EAGLE	NODE
971-0592-01MKT	EAGLE EPAP PDBI Measurements Per Node	EAGLE	NODE
971-1034-01MKT	EAGLE DS0 Lookback	EAGLE	NODE
971-1035-01MKT	EAGLE Link Fault Sectionalization	EAGLE	NODE
971-1037-01MKT	EAGLE SEAS	EAGLE	NODE
971-1171-01MKT	DCM STC DCM Card 1000 TPS Functionality	EAGLE	STC CARD
971-3007-01MKT	EAGLE STP LAN Per Node	EAGLE	NODE
971-3008-01MKT	EAGLE STP LAN Per Link	EAGLE	NODE
971-3019-01MKT	EAGLE ANSI/ITU Gateway	EAGLE	NODE
971-3020-01MKT	Prevention Cyclic Retransmission Kernel EAGLE	EAGLE	NODE
971-3021-01MKT	EAGLE Base Software	EAGLE	NODE
971-3023-01MKT	EAGLE Cluster Routing & Management Diversity	EAGLE	NODE
971-3025-01MKT	EAGLE LNP Base Software	EAGLE	NODE
971-3030-01MKT	EAGLE LNP Wireless Software	EAGLE	NODE
971-3050-01MKT	EAGLE Multiple EPAPS ON 1 Prov EPAP	EAGLE	NODE
971-3055-01MKT	EAGLE 500000 EPAP Entries	EAGLE	NODE
971-4002-01MKT	EAGLE Global Title Translation	EAGLE	NODE
971-4003-01MKT	EAGLE Gateway Screening	EAGLE	NODE
Item	**Description**	**Applicable Computer Equipment**	**Applicable Metric (Per Metric Unit)**
971-4013-01MKT	EAGLE 5-8 BIT Sequencing Assurance	EAGLE	NODE
971-4017-01MKT	Support 12 Million Ported Numbers EAGLE	EAGLE	12M LSMS RECORDS
971-4032-01MKT	EAGLE LNP Measurements	EAGLE	NODE
971-4048-01MKT	Support Up To 12 Million Records EAGLE	EAGLE	12M LSMS RECORDS

971-4055-01MKT	Increase Number Of Supported Service Provider IDS EAGLE	EAGLE	NODE
971-4061-01MKT	EAGLE High Speed Master Clocking	EAGLE	NODE
971-4064-01MKT	POD Feature Module Number Pooling EDR EAGLE	EAGLE	NODE
971-4077-01MKT	GTT Measurements EAGLE	EAGLE	NODE
971-4087-01MKT	EAGLE PCS Support	EAGLE	NODE
971-4105-01MKT	EAGLE Nested Cluster Routing	EAGLE	NODE
971-4107-01MKT	EAGLE ITU SLS	EAGLE	NODE
971-4116-01MKT	EAGLE Module Multiple Point Code Per 4 PCS	EAGLE	NODE
971-4117-01MKT	EAGLE LNP Number Pooling/EDR	EAGLE	NODE
971-4119-01MKT	EAGLE ITU Duplicate Point Code	EAGLE	NODE
971-4120-01MKT	EAGLE 4001 To 5000 Routes	EAGLE	NODE
971-4125-01MKT	EAGLE Network Routing	EAGLE	NODE
971-4143-01MKT	EAGLE Large SYS 501 To 1200 Links	EAGLE	NODE
971-4171-01MKT	POD Feature Module LNP 12M To 24M Record Upgrade Per Node EAGLE	EAGLE	12M LSMS RECORDS
971-4172-01MKT	POD Feature Module LNP 24M To 36M Record Upgrade Per Node EAGLE	EAGLE	12M LSMS RECORDS
971-4173-01MKT	POD Feature Module LNP 36M To 48M Record Upgrade Per Node EAGLE	EAGLE	12M LSMS RECORDS
971-4177-01MKT	Multi Port LIM EAGLE Module	EAGLE	8 LSL
971-4188-01MKT	EAGLE T1 ATM HSL 1/Link	EAGLE	LINK
971-4198-01MKT	EAGLE Measurements PlatForm	EAGLE	NODE
971-4216-01MKT	EAGLE Random SLS Generation	EAGLE	NODE
971-4221-01MKT	Increased Linkset Capacity EAGLE	EAGLE	NODE
971-4223-01MKT	T1 MIM 8 Channel Per MIM EAGLE	EAGLE	8 LSL
971-4224-01MKT	E1 MIM 8 Channel Per MIM EAGLE	EAGLE	8 LSL
971-4245-01MKT	EAGLE E1 ATM HSL 1/Link	EAGLE	LINK
971-4247-01MKT	Network Surveillance Enhancements EAGLE	EAGLE	NODE
971-4259-01MKT	EAGLE Increase GTT Entries To 200K Per TT	EAGLE	GTT PER TT

Legacy Systems

Pillar Axiom SecureWORMfs - Integrated Software Option - per Management Controller Metric	Axiom	Management Controller
Pillar Axiom Storage Domains - Integrated Software Option - per Management Controller Metric	Axiom	Management Controller
Pillar Axiom Copy Services Bundle - Integrated Software Option - per Management Controller Metric	Axiom	Management Controller

Pillar Axiom MaxRep Replication for NAS - Integrated Software Option - per Terabyte Metric	Axiom	Terabyte
Pillar Axiom MaxRep Asynchronous Replication - Integrated Software Option - per Terabyte Metric	Axiom	Terabyte
Pillar Axiom MaxRep Synchronous Replication - Integrated Software Option - per Terabyte Metric	Axiom	Terabyte

128 Provision Database Interface Connections (128 PDBI Connections) is defined as one hundred twenty-eight simultaneous connections to the International Number Portability Provisioning System to the provisioning interface for the Home Location Register Router application from EAGLE signaling nodes.

12M LSMS Records is defined as twelve million Local Service Management System (LSMS) records that are interfacing with the Local Number Portability database.

1K Number Range Entries is defined as one thousand Local Number Portability number ranges.

330K Number Planning Area (NPA) Entries is defined as three hundred and thirty thousand combinations of the area code and first three digits (office code) of a North American telephone number.

500 Transaction Units Per Second (TUPS) is defined as five hundred SS7 over IP transactions per second that include M3UA or M2PA encoded messages.

8 Low Speed SS7 Signaling Links (LSL) is defined as eight 56 kbps SS7 signaling links.

Card (STC Card, IPLIM Card, HIPR2 Card, SM Card) is defined as one EAGLE system card.

Global Title Translations (GTT) per Translation Type (TT) is defined as the number of SS7 Global Title Translation records per SS7 Translation Type.

Link is defined as one SS7 signaling link.

Network is defined as the logical set of signaling nodes grouped by an operator to process a specific type of signaling messages.

Node is defined as a set of servers managed by one Operations, Administration and Maintenance (OAM) function.

Route or SS7 Signaling Route is defined as a signaling path from a local signaling point to a remote signaling point using a specified link set.

Server is defined as the computer on which the Programs are installed. A Server license allows you to use the licensed Program on a single specified computer. For the purposes of Acme Packet Programs, a Server in a virtual environment is defined as a virtual machine image. For the purpose of Tekelec Programs, a Server in a virtualized environments is not counted as a Server.

Transaction Per Second Per Card is defined as a transaction per Eagle Application card between client–server protocol with explicit support of agents (intermediaries) that contains a request message and a response message. The total number of new transactions per Eagle Application card over a 30 second interval during peak usage divided by 30 must be counted.

Last updated 8 September 2020

Appendix C
Terminated Licenses

Contract #	Item Name	CSI Number	Quantity	Status
3964558	Oracle Secure Enterprise Search - Employee Perpetual	18555557	2300	Terminated
2020449	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	15456106	2	Terminated
2598676	Oracle Real Application Clusters - Processor Perpetual	16024505	12	Terminated
1647698	Oracle Internet Developer Suite - Named User Plus Perpetual	3758878	19	Terminated
1488844	Oracle Database Personal Edition - Named User Perpetual	3424927	3	Terminated
1488844	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	3424927	2	Terminated
1488844	Oracle Internet Developer Suite - Named User Perpetual	3424927	3	Terminated
1488844	Oracle Database Enterprise Edition - Named User Perpetual	3424927	51	Terminated
1488844	Oracle Database Enterprise Edition - Processor Perpetual	3424927	2	Terminated
1488844	Oracle Internet Application Server Enterprise Edition - Named User Perpetual	3424927	10	Terminated
2227394	Oracle Real Application Clusters - Processor Perpetual	14584694	8	Terminated
2227394	Oracle Real Application Clusters - Named User Plus Perpetual	14584694	50	Terminated
5221312	Primavera P6 Progress Reporter - Application User Perpetual	18191813	150	Terminated
5221312	Oracle Data Integrator Enterprise Edition - Processor Perpetual	19756904	60	Terminated
5221312	Oracle Business Intelligence Management Pack - Processor Perpetual	19756904	60	Terminated
5221312	Oracle Business Intelligence Suite Enterprise Edition Plus - Processor Perpetual	19756904	60	Terminated
5221312	Oracle SOA Suite for Oracle Middleware - Processor Perpetual	19756904	326	Terminated
3958780	SERVER EE 8.0	2252104	600	Terminated

Contract #	Item Name	CSI Number	Quantity	Status
3958780	PLUS 8.0	2252104	50	Terminated
2713711	PeopleSoft Enterprise UPK Time & Labor (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	15850773	1	Terminated
2713711	Oracle User Productivity Kit Standard - UPK Developer Perpetual	15684995	4	Terminated
2713711	PeopleSoft Enterprise UPK Enterprise Learning Management (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	15684995	1	Terminated
2713711	PeopleSoft Enterprise UPK Reporting Tools for HCM Software Modules (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	15684995	1	Terminated
2713711	PeopleSoft Enterprise UPK ePerformance (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	15684995	1	Terminated
2713711	PeopleSoft Enterprise UPK Fundamentals for HCM Software Modules (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	15684995	1	Terminated
2713711	Oracle User Productivity Kit - UPK Employee Perpetual	15684995	60000	Terminated
2713711	PeopleSoft Enterprise UPK Human Resources (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	15684995	1	Terminated
2713711	PeopleSoft Enterprise UPK Payroll for North America (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	15684995	1	Terminated
2713711	PeopleSoft Enterprise UPK Benefits Administration (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	15684995	1	Terminated

Contract #	Item Name	CSI Number	Quantity	Status
2713711	PeopleSoft Enterprise UPK ePay (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	15684995	1	Terminated
2713711	PeopleSoft Enterprise UPK eProfile (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	15684995	1	Terminated
2713711	PeopleSoft Enterprise UPK eBenefits (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	15684995	1	Terminated
2713711	Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15684995	1	Terminated
1647698	Oracle Internet Developer Suite - Named User Plus Perpetual	3758878	40	Terminated
5126199	Oracle E-Business Suite UPK for Project Costing (up to 4K employees and up to $1 billion in revenue) - UPK Module Perpetual	18050289	1	Terminated
5126199	Oracle User Productivity Kit Standard - UPK Developer Perpetual	18050289	2	Terminated
5126199	Oracle E-Business Suite UPK for Project Management (up to 4K employees and up to $1 billion in revenue) - UPK Module Perpetual	18050289	1	Terminated
5126199	Oracle E-Business Suite UPK for Oracle Enterprise Asset Management (up to 4K employees and up to $1 billion in revenue) - UPK Module Perpetual	18050289	1	Terminated
2876595	Oracle Real Application Clusters - Processor Perpetual	15179347	6	Terminated
5137277	Oracle Load Testing - Named User Plus Perpetual	16859171	500	Cancelled
5137277	Oracle Load Testing Controller - Processor Perpetual	16859171	2	Cancelled
5137277	Oracle Functional Testing - Named User Plus Perpetual	16859171	1	Cancelled
5137277	Oracle Test Manager - Named User Plus Perpetual	16859171	4	Cancelled

Contract #	Item Name	CSI Number	Quantity	Status
5137277	Oracle Test Manager - Named User Plus Perpetual	17987615	2	Cancelled
5137277	Exadata Storage Server Software - Disk Drive Perpetual	19299756	36	Cancelled
5137277	Exalogic Elastic Cloud Software - Processor Perpetual	19299757	64	Cancelled
6901907	Exadata Storage Server Software - Disk Drive Perpetual	20163144	36	Cancelled
6901907	Exalogic Elastic Cloud Software - Processor Perpetual	20246372	72	Cancelled
6138948	Exalogic Elastic Cloud Software - Processor Perpetual	19819191	32	Cancelled
1658735	Oracle Internet Application Server Standard Edition - Processor Perpetual	3789416	1	Cancelled
2924287	Oracle Business Intelligence Management Pack - Named User Plus Perpetual	16024383	100	Cancelled
2924287	Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	16024383	100	Cancelled
5221312	Primavera P6 Progress Reporter - Application User Perpetual	18191813	150	Cancelled
5221312	Oracle Business Intelligence Management Pack - Processor Perpetual	19756904	60	Cancelled
5221312	Oracle Business Intelligence Suite Enterprise Edition Plus - Processor Perpetual	19756904	60	Cancelled
5221312	Oracle SOA Suite for Oracle Middleware - Processor Perpetual	19756904	236	Cancelled
3666938	Oracle Database Enterprise Edition - Processor Perpetual	16406696	4	Cancelled
3666938	Oracle User Productivity Kit Professional - Application User Perpetual	21253315	700	Cancelled
3666938	Oracle User Productivity Kit Professional - UPK Developer Perpetual	21253315	1	Cancelled

Appendix D
Calculation of Charges

Contractor is authorized to increase the Contractor's Price for annual renewals of On Premise License and Hardware Support by no more than the current inflationary adjustment rate of four percent (4%) and Cloud (IaaS/PaaS/SaaS) subscriptions by no more than five percent (5%) during any twelve-month period ("Annual Rate Increase Limitation"), but only if Manufacturer has also increased its ~~List~~ Price to the Contractor, except that pricing for existing Software and Hardware Support related to all Active City Licenses as of Contract Execution identified in Appendix F shall remain fixed and unchanged through May 30, 2025. To implement this price freeze on existing Software and Hardware Support, the City will provide Mythics with a signed Support commitment through May 30, 2025 at the order level prior to executing any upcoming renewals. The Contractor will provide The City with required verbiage to be included on the resulting orders that are committed through May 30, 2025 as this ensures orders meet Oracle's standards of booking. The City will provide Mythics annual PO's to be released at prior to the beginning of each support renewal start date.

Subject to subsections 1-4 below, the Annual Rate Increase Limitation shall not apply where Manufacturer has imposed surcharges and fees pertaining to: (A) aged hardware that is five years or older (Aged Hardware Surcharge); (B) reinstatement fees for hardware or software support that has lapsed for 90 days or more at no fault of Contractor or Manufacturer (Reinstatement Fees); (C) back support for lapsed hardware or software support (Back Support); and (C) re-certification fees for renewing hardware support that has lapsed for 90 days or more at no fault of Contractor or Manufacturer.

1. The Aged Hardware Surcharge shall not exceed 15% unless changed by the Manufacturer.
2. The Reinstatement Fee shall not exceed 150% of the daily rate for support, had support been timely renewed and based on the number of lapsed days.
3. The Back support shall equal the actual daily rate for support had support been timely renewed times the number of lapsed days.
4. The Re-Certification Fee shall depend on the intricacy of the hardware system and customer location but shall, in no event ,exceed the cost to renew Premier Support for the system. In event where the cost for re-certification exceeds the cost to renew Premier Support for the hardware system, Contractor will seek a reduction approval request from the Manufacturer.

Hardware Category	Description	Min % Discount off of List	Max % Discount off of List
Oracle Hardware Category L	SPARC Servers	22.00%	27.00%
Oracle Hardware Category U	X86	17.00%	22.00%
Oracle Hardware Category V	Storage/Network	25.00%	35.00%
Oracle Hardware Category X	Tape Libraries	35.00%	45.00%
Oracle Hardware Category Z	Engineered Systems	10.00%	21.00%
Oracle Hardware Category Y	Installation	2.00%	2.50%

Software Category	Min % Discount off of List	Max % Discount off of List
Oracle Technology Global Price List	35%	70%
Siebel CRM Enterprise Price Lists	35%	70%
PeopleSoft Applications Global Price Lists	35%	70%
JD Edwards Global Price List	35%	70%
Oracle Fusion Application Price List	35%	70%
Oracle Business Intelligence Application Global Price List	35%	70%
Oracle E-Business Suite Application Price Lists	35%	70%
Oracle Application Integration Architecture Global Price List	35%	70%
SaaS Category	Min % Discount off of List	Estimated Max % Discount off of List
Oracle Fusion Cloud Service	40.00%	80.00%
Oracle Taleo Cloud Service Global Price List	40.00%	80.00%
RightNow Price List	40.00%	80.00%
Eloqua (Marketing) Global Price List	40.00%	80.00%
CEGBU (formerly known as Primavera)	Min % Discount off of List	Estimated Max % Discount off of List
Software	29.00%	58.00%
Cloud (SaaS)	5.00%	45.00%
* IaaS/PaaS Category	Min % Discount off of List	Max % Discount off of List
IaaS	0.00%	15.00%
PaaS	0.00%	15.00%
* Includes Funded Allocation Model (FAM), Universal Credits Model (UCM), and Gov SKU purchases.		
Other	Min % Discount off of List	Estimated Max % Discount off of List
Oracle Java SE	2.00%	5.00%
MySQL	28.00%	30.00%

Appendix E
Oracle Business Associate Agreements

Exhibit E1. BAA for SAAS (v122316)
Exhibit E2. BAA for PAAS and IASS (Cloud_Business Associate Agreement
        UCM_v112618)

ORACLE®

ORACLE BUSINESS ASSOCIATE AGREEMENT FOR SAAS (BAA V122316)

O R A C L E   C O N T R A C T   I N F O R M A T I O N

This Business Associate Agreement is entered into between the City and County of San Francisco ("you") and Oracle America, Inc. ("Oracle") and supplements your order no._____ with Mythics, Inc, and all amendments and addenda thereto (the "Exhibit").

WHEREAS you represent that the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and all implementing regulations of the U.S. Department of Health & Human Services (collectively "HIPAA"), govern your use of Electronic Protected Health Information ("ePHI") (as defined by 45 C.F.R. § 160.103);

WHEREAS Oracle recognizes your obligations under HIPAA require service providers that create, receive, maintain or transmit ePHI to agree to certain contractual terms and conditions designed to maintain the privacy and security of such ePHI;

THEREFORE, the parties agree to the following:

I. In the event that the Exhibit requires Oracle to access, receive, maintain or transmit your ePHI, Oracle will take the following measures designed to protect the privacy and security of such ePHI, unless otherwise required by law:

      A. Not use or further disclose such ePHI other than as permitted or required by the Exhibit.

      B. Use appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of such ePHI and comply, where applicable to Oracle in its performance of the services, with 45 C.F.R. § 164 Subpart C, to prevent the use or disclosure of such ePHI other than as provided under the Exhibit; additional information concerning such measures may be specified in the Exhibit.

      C. Report to you any use or disclosure of such ePHI in violation of the terms of the Exhibit of which Oracle becomes aware, including within 72 hours confirmed Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 (as those terms are defined by 45 C.F.R. § 164.402) and will report to

you Security Incidents (as defined by 45 CFR 164.304). Such report shall include the identification of each individual, to the extent known by Oracle, whose unsecured protected health information has been, or is reasonably believed by Oracle to have been, accessed, acquired or disclosed during such breach. To the extent known, Oracle shall also provide you with: a brief description of what happened, including the date of the breach and the date of the discovery of the breach; a description of the types of unsecured ePHI that were involved in the breach; and a brief description of what Oracle is doing to investigate the breach, remediate its cause, and protect against any further breaches of the same or similar nature.

D. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), ensure that any subcontractors that access, receive, maintain, or transmit such ePHI on Oracle's behalf in its provision of services under the Exhibit agree in all material respects to the same restrictions and conditions that apply to Oracle with respect to such ePHI under the Exhibit.

E. Make available to you any requests received by Oracle from individuals to inspect or obtain a copy of their ePHI in accordance with 45 C.F.R. § 164.524.

F. Make available to you any requests received by Oracle from individuals to have their ePHI amended in accordance with 45 C.F.R. § 164.526.

G. Make available to you any requests received by Oracle from individuals for an accounting of disclosures of ePHI in accordance with 45 C.F.R. § 164.528.

H. Make its internal practices, books and records relating to the use and disclosure of such ePHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining your compliance with 45 C.F.R. § 164 Subpart E.

I. At the end of the services under the Exhibit or upon termination thereof in accordance with its terms, if feasible and at your request, Oracle shall return or destroy any such ePHI then in its possession in any form, and retain no copies of such ePHI. If such return or destruction is not feasible, Oracle will extend the protections specified in the ordering document to such ePHI and limit further uses and disclosures to those purposes that make its return or destruction of such ePHI infeasible

II. Additional Terms

A. You may terminate the applicable Exhibit if Oracle is in material breach of the obligations stated in this Business Associate Agreement and fails to correct the breach within 30 days of written specification of the breach.

B.   If Oracle knows of a pattern of activity or practice of a subcontractor that constitutes a material breach of the subcontractor's obligation of the contract executed with Oracle in accordance with Section I.D above, Oracle will promptly require the subcontractor to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract, if feasible.

C.   The terms and conditions of this Business Associate Agreement shall survive termination of the Exhibit.

D.   When using or disclosing such ePHI or when requesting such ePHI from you, the parties shall make reasonable efforts to limit ePHI to the minimum necessary to accomplish the intended purposes of the use, disclosure or request.

E.   You agree to follow any ePHI handling procedures that are specified in the Exhibit

III.   Entire Agreement

J.   You agree that this Business Associate Agreement is the complete agreement for the handling of the PHI you provide to Oracle in in connection with the services under the Exhibit and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding same.

K.   It is expressly agreed that the terms of this Business Associate Agreement 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. This Business Associate Agreement 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 Business Associate Agreement shall be provided to the other party in writing.

IV.   Limitation of Liability

IN **NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS BUSINESS ASSOCIATE AGREEMENT OR THE EXHIBIT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.**

V.   Governing Law and Jurisdiction

This Business Associate Agreement is governed by the laws of the State of California and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Business Associate Agreement.

VI.   Notice

If you have a dispute with Oracle or if you wish to provide a notice under this Business Associate Agreement, you will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

VII.   Assignment

You may not assign this Business Associate Agreement to another individual or entity.

VIII.   Other

If any term of this Business Associate Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Business Associate Agreement. No action, regardless of form, arising out of or relating to this Business Associate Agreement may be brought by either party more than two years after the cause of action has accrued.

The effective date of this Business Associate Agreement is _____, 202__ (*to be completed by Oracle*}.

City and County of San Francisco	**Oracle America, Inc.**
*Authorized Signature:*_____	*Authorized Signature:*_____
Name:_____	Name:_____
Title:_____	Title:_____
Signature Date: _____	Signature Date: _____

ORACLE®

ORACLE BUSINESS ASSOCIATE AGREEMENT
(Cloud_Business Associate Agreement UCM_v112618)

O R A C L E   C O N T R A C T   I N F O R M A T I O N

This Business Associate Agreement is entered into between the City and County of San Francisco ("you") and Oracle America, Inc. ("Oracle") and supplements your order no._____ with Mythics, Inc. **for Universal Credits and/or Oracle Government PaaS and IaaS Cloud Services**, dated _____, and all amendments and addenda thereto, and the Services Specifications applicable to such order (collectively, the "Exhibit").

This Business Associate Agreement expressly applies only to Oracle Cloud PaaS Services purchased with Universal Credits and/or Oracle Government PaaS and IaaS Cloud Services and which are clearly identified as eligible for a Business Associate Agreement in their Service Description and instances which are identified as HIPAA Assessed in the Oracle Cloud Portal at https://cloud.oracle.com/data-regions.

WHEREAS you represent that the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and all implementing regulations of the U.S. Department of Health & Human Services (collectively "HIPAA"), govern your use of Electronic Protected Health Information ("ePHI") (as defined by 45 C.F.R. § 160.103);

WHEREAS Oracle recognizes your obligations under HIPAA require service providers that create, receive, maintain or transmit ePHI to agree to certain contractual terms and conditions designed to maintain the privacy and security of such ePHI;

THEREFORE, the parties agree to the following:

I.   In the event that the Exhibit requires Oracle to access, receive, maintain or transmit your ePHI, Oracle will take the following measures designed to protect the privacy and security of such ePHI, unless otherwise required by law:

   A.   Not use or further disclose such ePHI other than as permitted or required by the Exhibit.

   B.   Use appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of such ePHI and comply, where applicable to Oracle in its performance of the services, with 45 C.F.R. § 164 Subpart C, to prevent the use or disclosure of such ePHI other than as provided under the Exhibit; additional information concerning such measures may be specified in the Exhibit.

C. Report to you any use or disclosure of such ePHI in violation of the terms of the Exhibit of which Oracle becomes aware, including within 72 hours confirmed Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 (as those terms are defined by 45 C.F.R. § 164.402) and will report to you Security Incidents (as defined by 45 CFR 164.304). Such report shall include the identification of each individual, to the extent known by Oracle, whose unsecured protected health information has been, or is reasonably believed by Oracle to have been, accessed, acquired or disclosed during such breach. To the extent known, Oracle shall also provide you with: a brief description of what happened, including the date of the breach and the date of the discovery of the breach; a description of the types of unsecured ePHI that were involved in the breach; and a brief description of what Oracle is doing to investigate the breach, remediate its cause, and protect against any further breaches of the same or similar nature.

D. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), ensure that any subcontractors that access, receive, maintain, or transmit such ePHI on Oracle's behalf in its provision of services under the Exhibit agree in all material respects to the same restrictions and conditions that apply to Oracle with respect to such ePHI under the Exhibit.

E. Make available to you any requests received by Oracle from individuals to inspect or obtain a copy of their ePHI in accordance with 45 C.F.R. § 164.524.

F. Make available to you any requests received by Oracle from individuals to have their ePHI amended in accordance with 45 C.F.R. § 164.526.

G. Make available to you any requests received by Oracle from individuals for an accounting of disclosures of ePHI in accordance with 45 C.F.R. § 164.528.

H. Make its internal practices, books and records relating to the use and disclosure of such ePHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining your compliance with 45 C.F.R. § 164 Subpart E.

I. At the end of the services under the Exhibit or upon termination thereof in accordance with its terms, if feasible and at your request, Oracle shall return or destroy any such ePHI then in its possession in any form, and retain no copies of such ePHI. If such return or destruction is not feasible, Oracle will extend the protections specified in the ordering document to such ePHI and limit further uses and disclosures to those purposes that make its return or destruction of such ePHI infeasible.

II. Additional Terms

A. You may terminate the applicable Exhibit if Oracle is in material breach of the obligations stated in this Business Associate Agreement and fails to correct the breach within 30 days of written specification of the breach.

B. If Oracle knows of a pattern of activity or practice of a subcontractor that constitutes a material breach of the subcontractor's obligation of the contract executed with Oracle in accordance with Section I.D above, Oracle will promptly require the subcontractor to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract, if feasible.

C. The terms and conditions of this Business Associate Agreement shall survive termination of the Exhibit.

D. When using or disclosing such ePHI or when requesting such ePHI from you, the parties shall make reasonable efforts to limit ePHI to the minimum necessary to accomplish the intended purposes of the use, disclosure or request.

E. You agree to follow any ePHI handling procedures that are specified in the Exhibit.

F. You agree that it is solely your responsibility to only place ePHI in service instances identified in your Cloud Portal as HIPAA Assessed.

III.   Entire Agreement
A. You agree that this Business Associate Agreement is the complete agreement for the handling of the PHI you provide to Oracle in in connection with the services under the Exhibit and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding same.

B. It is expressly agreed that the terms of this Business Associate Agreement 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. This Business Associate Agreement 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 Business Associate Agreement shall be provided to the other party in writing.

IV.   Limitation of Liability

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS BUSINESS
ASSOCIATE AGREEMENT OR THE EXHIBIT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

V.   Governing Law and Jurisdiction

This Business Associate Agreement is governed by the laws of the State of California and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Business Associate Agreement.

VI.   Notice

If you have a dispute with Oracle or if you wish to provide a notice under this Business Associate Agreement, you will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

VII.   Assignment

You may not assign this Business Associate Agreement to another individual or entity.

VIII. Other

If any term of this Business Associate Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Business Associate Agreement. No action, regardless of form, arising out of or relating to this Business Associate Agreement may be brought by either party more than two years after the cause of action has accrued.

The effective date of this Business Associate Agreement is _____, 202__ (*to be completed by Oracle*}.

City and County of San Francisco

*Authorized Signature:*_____

Name:_____

Title:_____

Signature Date: _____

Oracle America, Inc.

*Authorized Signature:*_____

Name:_____

Title:_____

Signature Date: _____

Appendix F
Active City Licenses

Appendix G
Oracle Catalogue of Offerings as of Contract Execution

Hao Xie
1 S. Van Ness Ave. Floor 2
San Francisco, CA 94103
628.652.5166
hao.xie@sfgov.org

SAN FRANCISCO DEPARTMENT OF TECHNOLOGY

Date: March 15, 2021

To: Clerk of the Board of Supervisors

From: Linda Gerull
        City CIO, Executive Director
        Department of Technology

Re: Request for Expedited Approval of Enterprise Agreement with Mythics Inc. for Oracle Products with Mythics Inc. (Supplier ID: 0000014636)

The Department of Technology (DT) seeks to enter into a citywide Enterprise Agreement (EA) with Mythics Inc. (Mythics) for the purchase of Oracle software, hardware, and cloud computing products.[1] The proposed agreement shall be for a period of five year with an option to renew for an additional five years, with an initial not-to-exceed amount of $60,000,000. This Citywide agreement will be accessible by all City departments, including the Controller's office whose contract for the Citywide financial system (PeopleSoft) will lapse in April 2021, thereby necessitating this request for expedited review.

The City currently spends an average of $11.0 million dollars per year on Oracle licenses and support. Purchases are made by individual departments without the benefit of a Citywide agreement. For reasons set for the below, a Citywide agreement is not only beneficial to City but necessary given City's use of and reliance on Oracle products.

---

[1] Mythics was selected pursuant to a nationwide solicitation by Maricopa County on behalf of all government agencies and nonprofit organizations in the United States which ranked Mythics highest amongst all participating proposers. The RFP allows for a contract duration of 5 years, with 5 options to renew. The Office of Contract Administration (OCA) has reviewed Maricopa County's procurement process and its selection of the highest rank proposer and determined it is in the City's best interest to pursue a contract with Mythics in accordance with San Francisco Administrative Code 21.16. Additionally, Gartner Research, the world's leading research and advisory company in Information Technology has confirmed that the pricing offered by Mythics in response to the RFP is very competitive.

Cost Savings: A citywide agreement with Mythics for all Oracle products will significantly reduce cost to City through volume discounts. Though pricing will reflect a minimum set of discounts by product category, steeper discounts can be further negotiated at the time of each transaction depending on transaction specific attributes. Additionally, for the software category (which accounts for the majority of City's spend), DT has negotiated a minimum of 35% discount off of Oracle's list price.

Cost Avoidance: By agreeing into a citywide agreement, Oracle has agreed to (A) waive its annual 4% rate increase for a period for 5 years and (B) allow City to reduce existing maintenance costs by terminating support for software licenses City no longer uses, resulting in an estimated cost avoidance $750K/year, or $3.75M during the five-year term of this agreement.

Consolidation of Multiple Departmental Contracts: Nearly 20 City departments purchase Oracle products. In so doing, they must negotiate individual contracts, sometimes with Oracle and something with Oracle resellers. By approaching each contract separately and as individual departments, they have less bargaining power when negotiating. Further, this patchwork approach results in terms that can vary significantly contract by contract. Consolidating all these contracts into one Citywide master agreement will significantly reduce City resources required to negotiate and manage so many individual contracts. Additionally, it will enable the City to effectively and efficiently manage its purchase of Oracle products.

Cyber Risk: A citywide agreement with a single reseller for all Oracle products will support City's efforts to mitigate vendor and cyber security risk. Currently, each department is required to negotiate its own contract for Oracle products, resulting in inconsistent terms between City departments. By negotiating a single Citywide agreement, we are able to craft terms pertaining to cyber-security, data protection, indemnification, insurance that will apply to Oracle products purchased by all City departments.

- o **Indemnification & Liability**: The reseller will increase the limitation on liability annually by $10M per year starting at $10M in the first year and increasing to a total of $50M in the fifth year. The City's standard indemnification language has been accepted by the reseller.
- o **Insurance Coverage**: The Reseller is required to provide $10M in Cyber insurance in the first year, and upon receiving $10M in City payments, it will increase the insurance coverage to $20M.

o **Data Protection**: Oracle's data protection standards were reviewed and met the City's standard data protection requirements. In addition, the City will be able to request US based license services when needed at the order level.

Thank you for your consideration.

Sincerely,

Linda Gerull
City CIO, Executive Director
Department of Technology

Attachments:
Proposed Resolution Approving Agreement Between the City and County of San Francisco and Mythics
Reseller Agreement Between the City and County of San Francisco and Mythics
Agreement No. 1000020990

From:	Roberts, Brian (TIS)
To:	BOS Legislation, (BOS)
Cc:	Xie, Hao (TIS)
Subject:	Introducing Resolution Approving Reseller Agreement with Mythics Inc.
Date:	Monday, March 15, 2021 10:33:17 AM
Attachments:	CCSF Mythics EA 3-10-2021 Final-signed.pdf
	Cover Letter for New Citywide Enterprise Agreement with Mythics v3 DT_Signed.pdf
	Mythics Contract Draft Resolution.doc
	Mythics Contract Draft Resolution.pdf
	Mythics SFEC Form 126f4BOS Notification of Contract Approval efiled 3.11.21.pdf
	image001.png

Dear Board of Supervisors Legislation Team, the Department of Technology would like to introduced the attached resolution seeking Board of Supervisors approval of a contract between the City and Mythics to resell Oracle products.

Attached please find:

- Cover Letter from DT Executive Director Gerull describing an agreement between the City & Mythics
- Proposed Resolution Approving Agreement Between the City and County of San Francisco and Mythics (pdf & word)
- Reseller Agreement Between the City and County of San Francisco and Mythics Agreement No. 1000020990
- Mythics SFEC Form 126

Let me know if you have any questions or would like any additional information.

Sincerely,
Brian

Brian Roberts

Policy Analyst

1 South Van Ness Ave., 2nd Floor

www.sfgov.org/dt

President, National Assoc. of
Telecommunications Officers and Advisors
(NATOA)

San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 210282

Bid/RFP #: N/A

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of $100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: https://sfethics.org/compliance/city-officers/contract-approval-city-officers

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (*for amendment only*)
Original	

AMENDMENT DESCRIPTION – Explain reason for amendment

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Hao Xie	628-230-3910
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
TIS Dept of Technology	hao.xie@sfgov.org

5. CONTRACTOR

NAME OF CONTRACTOR	TELEPHONE NUMBER
Mythics Inc	757-412-4362

STREET ADDRESS (including City, State and Zip Code)	EMAIL
4525 Main Street, Suite 1500, Virginia Beach, VA 23462	slcontracts@mythics.com

6. CONTRACT

DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (*If applicable*)
	N/A	210282

DESCRIPTION OF AMOUNT OF CONTRACT

$60,000,000

NATURE OF THE CONTRACT *(Please describe)*

Enterprise Agreement with Mythics Inc. for Oracle Products

The Department of Technology (DT) seeks to enter into a citywide Enterprise Agreement (EA) with Mythics Inc. (Mythics) for the purchase of Oracle software, hardware, and cloud computing products. The proposed agreement shall be for a period of five year with an option to renew for an additional five years, with an initial not-to-exceed amount of $60,000,000. This Citywide agreement will be accessible by all City departments, including the Controller's office whose contract for the Citywide financial system (PeopleSoft) will lapse in April 2021,

7. COMMENTS

8. CONTRACT APPROVAL

This contract was approved by:

☐	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
☒	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
☐	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Mythics Emergent Group, In		Shareholder
2	Smutz	Shane	Board of Directors
3	Seifert	Paul	Board of Directors
4	Altamura	Doug	Board of Directors
5	Sirh	Peter	Other Principal Officer
6	Hodgkiss	Kevin	CFO
7	Wergley	Albert	Other Principal Officer
8	Welborn	Richard	Other Principal Officer
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	