ORACLE®

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

The text of this Agreement differs from Oracle's standard Oracle Cloud Services Agreement.

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("County," "You," or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We 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 Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below)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, we 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 (as defined below). 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 intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have 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. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value- added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy. Oracle's Invoicing Standards Policy, current as of the Effective Date of this Agreement, is attached hereto as Exhibit A. Oracle's Invoicing Standards Policy is subject to change.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our 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. 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.

3.2. You have the authority to and do 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.

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

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure. The foregoing shall not limit the County's ability to publish their contracts online in accordance with their standard internal processes.

4.2. 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.

4.3 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, we 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.

4.4 This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). If the County receives a request under the Act to inspect or copy Oracle's Confidential Information and the County determines that release of the information is required by the Act, the County's sole obligations shall be to notify Oracle (a) of the request and (b) of the date that such information will be released to the requester unless Oracle obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Oracle fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of Oracle to claim any exemption from disclosure under the Act. The County shall not be liable to Oracle for releasing records not clearly identified by Oracle as confidential or proprietary. The County shall not be liable to Oracle for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at https://www.oracle.com/contracts/cloud-services.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

   a. the relevant Oracle privacy policies applicable to the Services, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

   b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at https://www.oracle.com/contracts/cloud-services, and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

   c. The Oracle Services Privacy Policy, current as of the Effective Date of this Agreement, is attached hereto as Exhibit B. The Oracle Services Privacy Policy is subject to change, but such changes will not materially reduce the level of security of Your Content

   d. The Data Processing Agreement, current as of the Effective Date of this Agreement, is attached hereto as Exhibit C. As noted in this Section 5.2, the version of the Data Processing Agreement applicable to Your order will remain in force during the Services Period of Your order

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of

the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). 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).

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

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

6.3. 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.

7. LIMITATION OF LIABILITY

7.1. 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.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THREE TIMES THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE
PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE THIRTY-SIX (36) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, 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 us ("Provider," which may refer to You or us depending on which party provided the Material) 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:

a.   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);
b.   gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and

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

8.1. 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 our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. 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 (and the Recipient has been notified in writing of the new version), 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. We 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.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9.   **TERM AND TERMINATION**

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. County may extend the Agreement for additional five-year option terms for the duration of County's use, by providing a minimum thirty (30) days' written notice to Contractor pursuant to Section 16. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe 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;
(c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders 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 terminated order(s) 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 and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time 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.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 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.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We 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. Any change 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.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor 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.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle- provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at http://www.oracle.com/contracts/hardware. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change. The Oracle Hardware Warranty, current as of the Effective Date of this Agreement, is attached hereto as Exhibit D for reference purposes and is subject to change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's

Hardware and Systems Support Policies in effect at the time the technical support services are provided available at http://www.oracle.com/contracts/hardware. The Oracle Hardware and Systems Support Policy, current as of the Effective Date of this Agreement, is attached hereto as Exhibit E for reference purposes and is subject to change.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (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, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or
(iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or 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.

13.2. 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.

14. FORCE MAJEURE

Neither You nor we 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, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. 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.

15. UCITA

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

16. NOTICE

16.1.   Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us 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.

16.2.   We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3.   You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at http://www.oracle.com/contracts/cloud-services.

17. ASSIGNMENT

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

18. OTHER

18.1.   We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2.   Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3.   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.

18.4.   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 six years after the cause of action has accrued.

18.5.   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.

19. ENTIRE AGREEMENT

19.1.   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 Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2.   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 Your order. 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. No third party beneficiary relationships are created by this Agreement.

20.   AGREEMENT DEFINITIONS

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

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

20.3.   **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; 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 under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4.   **"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. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5.   **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with 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 Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6.   **"Your Content"** means all software, data (including Personal Information), 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-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

21. INSURANCE

A. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims to cover Oracle's performance of Services:

i. Workers' Compensation—as required by the statute of states where Services are performed;
ii. Employer's Liability—$1,000,000 per occurrence;
iii. Commercial General Liability—$5,000,000 per occurrence/aggregate bodily injury and $5,000,000 per occurrence/aggregate tangible property damage; and
iv. Automobile Liability—$5,000,000 per occurrence, bodily injury and tangible property damage combined.
v. Umbrella Liability—$5,000,000 per occurrence/aggregate to provide excess limits for the Employer's Liability, Commercial General Liability, and Automobile Liability insurance.

B. Upon Your request, Oracle shall provide a certificate of insurance and additional insured endorsement showing the coverage noted above except Workers' Compensation if provided by the government. Oracle shall add You as an additional insured on the Commercial General Liability and Automobile Liability insurance policies identified above. Oracle may select a new insurance carrier or carriers or may obtain new or amended policies at any time. This provision is not intended to, and does not, increase or decrease Oracle's liability under the Limitation of Liability section of Your Agreement.

C. Oracle agrees that the following insurance policies are primary and non-contributory to Your insurance:

o Workers' Compensation

o Employer's Liability

o Commercial General Liability

o Automobile Liability

o Umbrella Liability

D. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims: professional liability/errors and omission (including privacy and computer network security (also known as cyber) liability insurance for protection against liability for failure to prevent destruction, alteration, deletion, corruption or damage, denial or loss of service from attacks, spread of malicious software code, unauthorized access and use of computer system, liability arising from the loss or disclosure of personally identifiable non-public or corporate confidential data, cyber extortion, breach response and management coverage (including privacy notification), invasion of privacy, media liability (includes plagiarism, defamation, libel, slander, trade libel, disparagement of a person or organization, copyright infringement, piracy or, violation of the rights of privacy of an individual, infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark, or improper deep-linking or framing or infringement of domain name including cybersquatting violations, misappropriation of a trade secret, misappropriation of ideas under implied contract), misstatement, misleading statement, misrepresentation or unintentional breach of a contractual obligation) insurance with US$2,000,000 per claim/aggregate covering Oracle's errors and omissions while providing Services under Your Agreement.

22. COMPLIANCE WITH LAWS

Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle's provision of the Services under this Agreement and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services. You shall comply with all laws to the extent that such laws, by their terms, are applicable to Your use and receipt of the Services (including Your Content) under this Agreement and impose obligations directly upon You with respect to the Services.

23. ACCESS TO BOOKS AND RECORDS

Oracle agrees that an authorized representative of the County shall, upon reasonable notice, have access to and the right to examine any pertinent books and records of Oracle related to the fees, payments, and invoices charged to You during the performance of this Agreement. Oracle shall maintain such books and records for this purpose for no less than six (6) years after the date of the applicable payment or invoice.

24. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

County of Snohomish

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

Agreement No.: US-CSA-FEC-80491795

Oracle America, Inc.

DocuSigned by:

Melanie Langdon
D0E07EA81F4A473...

Authorized Signature: _____

Name: Melanie Langdon

Title: Contract Specialist III, Americas SSC

Signature Date: 19-Feb-2025 | 5:58 PM CST

Approved only as to form:

Wendling, Rebecca
Digitally signed by Wendling, Rebecca
Date: 2025.02.19 14:57:19 -08'00'

_____
Snohomish County Deputy Prosecutor   Date
Subject to Memorandum of Advice IS25-002G

EXHIBIT A – INVOICING STANDARDS POLICY

<u>FOR REFERENCE PURPOSES ONLY; SUBJECT TO CHANGE</u>

EXHIBIT A
FOR REFERENCE PURPOSES ONLY; SUBJECT TO CHANGE

Invoicing Standards

Oracle will submit invoices based on the standards outlined in this document. No other requirements will be supported unless they are statutory for the issuing country, or noted in the contract (requires pre-approval per the Trade Accounts Receivable Invoicing Policy).

Invoices will be generated upon delivery of product and/or services. No advanced invoicing is allowed. **Exceptions:**

LOB	Description	Comments
Support	Invoiced in advance	Except where prohibited by law. For example, Public Sector accounts.
Installation Services	Invoiced in advance	Except where prohibited by law. For example, Public Sector accounts.
Consulting Services	Event invoice available upon request	Available upon request only; not standard. During customer's FY close, an "event" invoice can be issued for already funded projects.

Invoice Data Elements

Standard data elements included on an invoice are:

- Invoice Number
- Invoice Date
- PO Number
- Payment Terms
- Payment Instructions
- Due Date
- Bill To / Ship To Customer name and addresses
- Sales Representative
- Oracle Order Number
- End User
- Line item descriptions
- Extended price
- Unit of Measure
- Quantity
- Tax/VAT
- Oracle Tax ID
- Priced items only (except for Greece & Thailand) – All zero dollar line items are suppressed
- Support period, including Contract Start and End Dates and/or Billing Start and End Dates (depending on country)
- Collections contact details

Hardware Only:

- Part/Item Numbers - except where restricted by local statutory format requirements
- No other products display part numbers
- Serial numbers as part of description (from model level)
- Zero dollar line at model level

Electronic Invoices Only:

- Customer PO Line Item Number (CLIN)* - Only available for select transactions

Any other requested data elements are considered non-standard and will not be allowed.

* If a customer would like CLINs, they are obligated to sign up for integrated electronic invoicing. This data is not supported for any other invoice format.

INVOICE FORMATS

Invoice formats will adhere to the following standards except where statutory formats apply:

LOB	Description	Comments
All	Detailed Line Item Description	Product by product detail by line of business
License	License and First Year Support invoiced together on same invoice	Except where prohibited by law. See exception countries below. Support is itemized by product supported, meaning one line item for each supported product will be displayed, including start and end date of the service period.
License	Invoices immediately upon booking, assuming standard EPD (Electronic Product Download) terms.	
License/Systems combined orders	Systems and License orders will result in multiple invoices	License lines and associated support invoice immediately; Systems invoices upon shipment plus delivery.
Systems	Systems, First Year Support, Installation Service and all associated Systems fees are invoiced together on same invoice.	Except where prohibited by law. See exceptions noted below. Support is itemized by product supported, meaning one line item for each supported product will be displayed, including start and end date of the service period.
Systems	Systems invoices are issued upon shipment, plus delivery which could result in multiple invoices per Systems order.	Systems are shipped when ready, unless consolidation fee is paid. Therefore, one order can result in multiple invoices.
Systems	Systems orders with a paid consolidation fee will result in a single invoice for all Systems, associated support and Systems fees on a single order. All other products (e.g. License) will invoice separately.	Consolidation fee will consolidate the Systems portion of the order only. For example - License, if ordered together with the Systems, will invoice immediately upon booking, assuming EPD.

Systems	Freight is a separate line item on the invoice.	Each Systems line will have a separate freight line item, and will be invoiced together with the associated Systems when it ships
Premier Support Renewals	Invoiced separately at each renewal year and cannot be combined with any other LOB for invoicing.	For example, ACS services will be invoiced separately.
Premier Support Renewals	Itemized by product supported	One line item for each product supported. Invoices could contain several lines items and be multiple pages in length.
Premier Support Renewals - Systems	One install/site location per invoice and per Purchase Order	Customers requiring separate invoice per install site must issue separate P.O. POs and renew each contract separately. It is not possible to have service lines with multiple ship-to locations on a single invoice.
Consulting	Invoiced separately and cannot be combined with any other LOB for invoicing.	
Consulting	Expense/activity Report attached	This is a system generated report, and is attached to the invoice automatically (excludes electronic invoice delivery which can be supplemented with iReceivables access for report retrieval).
Consulting	Copies of Time Sheets sent, where required	Where required by law, copies of Time Sheets are sent with invoice (excludes electronic invoice delivery which can be supplemented with iReceivables access for report retrieval).
Consulting	Copies of expense receipts — sent if requested	Originals are retained with Oracle. Copies of expense receipts can be sent as part of the collections process, if requested by the customer. Copies of receipts are not sent automatically
Education & Learning Credits	Invoiced separately and cannot be combined with any other LOB for invoicing.	
Education — onsite training	Invoiced separately and cannot be combined with any other LOB for invoicing.	
Advanced Customer Support (ACS) — undetermined period	Invoiced separately and cannot be combined with any other LOB for invoicing.	

ACS – fixed period/combined with LFYS order	Invoiced together with LFYS in Year 1, and separately upon renewal.	The ACS renewal in subsequent years, also, cannot be combined with any other LOB for invoicing.
OnDemand/Cloud	Invoiced separately and cannot be combined with any other LOB for invoicing.	Separate invoices are possible where customers issue alternative methods of payment (i.e., new PO) for additional services.
Cloud Metered Services- Usage	Invoiced separately and cannot be combined with any other LOB	Timing of issuance of the invoice is determined by the terms of the Cloud
Cloud Metered Services – Overages	Invoiced in arrears, separately and cannot be combined with any other LOB for invoicing.	Timing of issuance of an invoice is determined by the actual period in which usage has exceeded the agreed upon prepaid amount.

EXCEPTIONS TO INVOICING FORMATS:

LOB/Type	Description	Comments
License, Systems and Services	Countries that require separate invoicing for services and product.	Malaysia, Thailand, Philippines, China, Taiwan, Poland, Romania, Slovakia, Slovenia, Puerto Rico, Peru, Brazil, Venezuela, and Costa Rica.
Multiple Ship To	Transactions submitted with Multiple Ship To addresses will result in multiple invoices by Ship To address. In addition, multiple invoices will result for varying delivery dates and purchase order numbers.	

NON STANDARD INVOICING
The following list, although not exhaustive, constitutes non standard invoicing and is not permitted:

Description	Definition
Multiple LOB, bundled invoicing	Any request to bundle multiple lines of business on a single invoice. For example, Systems and ACS.
Multiple LOB, bundled into a single line item	Any request to bundle multiple lines of business into a single line item on an invoice. For example, Systems and Installation.
Invoice Splitting	Any request to split invoicing for a customer's internal divisions or departments.

EXHIBIT A
FOR REFERENCE PURPOSES ONLY; SUBJECT TO CHANGE

Advanced Invoicing	Requests to invoice in advance of: • Delivery • Signing of contract • Issuance of a purchase order or ordering document, unless Purchase Order Exemption Form is on file • Booking of an order • Expenses being incurred
Manual invoice	Any request to process an invoice manually or that deviates from our standard automated processing.
Accounting period cutoff	Any requirement to withhold invoicing due to cutoff dates for receiving invoices in customer's accounting period. Includes any requirement to ensure invoice is dated within the accounting period (generally same month) in which it was issued.
One to one ratio invoice to PO	Any requirement to ensure there is only one invoice per customer P.O., regardless of the products and services on the customer's P.O. and regardless of delivery of said products and/or services. Often this is referred to as "P.O. matching."
P.O. matching	Any requirement to match a customer's P.O. (Descriptions, terms, comments, etc). Oracle's process is to ensure we book orders as per the Oracle Ordering Document, not customer's P.O. Customer's P.O. should match the Oracle Ordering Document, not the other way around.
Printing data elements on invoice not available at time of order submission	Any requirement to include/print additional information on invoice not available to us at time of order submission and booking (e.g. Protocol #, Goods Receipt #).
Invoice attachments	Any requirement to attach additional documentation to invoice not available to us at time order submission and booking (e.g. warehouse acceptance certificate, acceptance certificate, POD, Packing Slip).
Printing customer line item number on invoice	Any requirement to add customer P.O. line item number (CLIN) to the line description on the invoice.
Arrears invoicing - Commercial	In arrears invoicing of services is allowed for government accounts only as required by law. All other accounts, services are invoiced in advance.
Government monthly in arrears invoicing	Where required by law, standard in arrears invoicing for government is quarterly in arrears. Monthly in arrears is considered non standard.

Self Billing	Any request to enter billing of services via manual entry into a web portal or data in lieu of a system generated invoice. Self-billing is a customer procurement model. With self billing, the customer in effect issues an invoice to themselves.
Dual Entry	Any request for dual entry of project activity of time and expense.

STANDARD INVOICE DELIVERY METHODS

It is Oracle's policy to deliver invoices to the "Bill To" stated in the Contract or on the Customer's Purchase Order. Electronic invoices are delivered to pre-defined setups however; it is the Customer's Purchase Order which denotes the physical "Bill To" address" that is to be used for booking and paper delivery on all transactions. Oracle cannot deliver invoices to any 3rd party, individual, company, or different company address from the stated "Bill To" on the Customer's Contract or Purchase Order. Oracle cannot deliver multiple copies of invoices to multiple or single locations. There are no exceptions to this policy. Any request to bill a 3rd Party entity other than the customer/contracting entity is not permitted. It is further Oracle's policy that all invoices and/or invoice extracts/files must be originated and delivered from Oracle's Global Order-to-Cash employees only.

Method	Description
Paper	Sent via standard priority mail globally. All invoices will be delivered to the address identified as the Bill-To on the Contract or the Customer's Purchase Order.
Self Service	Via Oracle's iReceivables product: • Registration is required • Contact the Collections contact noted on your invoice
Automated PDF via email	Invoices automatically delivered to the email address(es) identified in the customer's set-up. Contact the Collections contact noted on your invoice for the full list of countries currently supported.
Electronic	Via electronic file transfer. Subject to approval. Contact the Collections contact noted on your invoice for more information.

NON STANDARD INVOICE DELIVERY METHODS

The following list, although not exhaustive, constitutes non standard invoice delivery and is not permitted:

Method	Description
Self Billing	Any request to enter into a Self Billing agreement is not permitted. The single source of truth for any invoice MUST be the Oracle system of record.
Via sales or any other third party or individual not named on the customer's P.O. or contract.	Any request to send invoices via a sales representative or any other third party or individual is strictly prohibited.

DEFINITIONS

Term	Definition
Detailed Invoice	Oracle's standard invoicing format is to invoice in detail line-by-line, including product line descriptions, serial numbers, where appropriate, etc.
Multiple LOB, bundled invoicing	Typically involves bundling multiple LOBs not ordinarily invoiced together onto a single invoice. For example, bundling ACS and Education onto a single invoice.
Multiple LOB, bundled into a single line item	Typically involves combining multiple LOBs into a single line item on a single invoice.
Advanced Invoicing	Involves invoicing in advance of product or service delivery, and other mandatory criteria being met.
Manual Invoicing	Any request that would cause Oracle to deviate from its predefined, standard automated processes.
Invoice Data Elements	The data elements that will be contained on the invoice.
LFYS	License and First Year Support
ACS	Advanced Customer Support
LOB	Line of business. For example License, Systems, Consulting, ACS, etc.
POEF	Purchase Order Exemption Form. Used for customers who do not issue a Purchase Order as a standard business practice.

EXHIBIT B – SERVICES PRIVACY POLICY
FOR REFERENCE PURPOSES ONLY; SUBJECT TO CHANGE

Oracle Services Privacy Policy   **February 21, 2024**

I. The first section (Services Personal Information Data Processing Terms) describes the privacy and security practices that Oracle Corporation and its affiliates ("Oracle") employ when handling Services Personal Information (as defined below) for the provision of Technical Support, Consulting, Cloud or other services, including those provided via mobile application, (the "Services") provided to Oracle customers ("You" or "Your") during the term of Your order for Services.

Services Personal Information Data Processing Terms Quick Links

- **Purpose of Processing Services Personal Information**

- **Customer instructions**

- **Rights of individuals**

- **Security and confidentiality**

- **Incident Management and breach notification**

- **Subprocessors**

- **Cross-border data transfers**

- **Audit rights**

- **Deletion or return of Services Personal Information**

- **Notifications to customers and users**

Services Personal Information is personal information that is provided by You, resides on Oracle, customer or third-party systems and environments, and is processed by Oracle on Your behalf in order to perform the Services. Services Personal Information may include, depending on the Services: information concerning family, lifestyle and social circumstances; employment details; financial details; online identifiers such as mobile device IDs and IP addresses, geolocation data, and first party online behavior and interest data. Services Personal Information may relate to Your representatives and end users, such as Your employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.

II. The second section (System Operations Data Processing Terms) describes the privacy and security practices that apply to personal information that may be incidentally contained in Systems Operation Data that is generated by the

interaction of (end-)users of our Services ("Users") with the Oracle systems and networks used to monitor, safeguard and deliver Services to our customer base.

Systems Operations Data may include log files, event files, and other trace and diagnostic files, as well as statistical and aggregated information that relates to the use and operation of our Services, and the systems and networks these Services run on.

Systems Operations Data Processing Terms Quick Links

- **Responsibility and purposes for processing personal information**

- **Security**

- **Sharing personal information**

- **User choices**

- **Cross-border data transfers**

- **Notifications to customers and users**

III. The third section (Communications and Notifications to Customers and Users) applies to both Services Personal Information and personal information contained in Systems Operations Data, describes how Oracle handles legally required disclosure requests, and informs You and Users how to communicate with Oracle's Global Data Protection Officer or file a complaint.

Systems Operations Data Processing Terms Quick Links

- **Legal requirements**

- **Dispute resolution or filing a complaint**

- **Global Data Protection Officer**

The definitions of Services Personal Information and Systems Operations Data do not include Your or User **contact and related information** collected from the use of Oracle websites, or Your or User interactions with us during the contracting process. Oracle's handling of this information is subject to the terms of the General Oracle Privacy Policy.

I. SERVICES PERSONAL INFORMATION DATA PROCESSING TERMS

Oracle treats all Services Personal Information in accordance with the terms of Sections I and III of this Policy and Your order for Services.

In the event of any conflict between the terms of this Services Privacy Policy and any privacy terms incorporated into Your order for Services, including an Oracle Data Processing Agreement, the relevant privacy terms of Your order for Services shall take precedence.

1. Purpose of Processing Services Personal Information

Oracle may process Services Personal Information for the processing activities necessary to perform the Services, including for creating an Oracle services account to access Oracle products and services, for testing and applying new product or system versions, patches, updates and upgrades, and resolving bugs and other issues You have reported to Oracle.

2. Customer instructions

You are the controller of the Services Personal Information processed by Oracle to perform the Services. Oracle will process your Services Personal Information as specified in Your Services order and Your documented additional written 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. Oracle will promptly inform You if, in our reasonable opinion, Your instruction infringes applicable data protection law. You acknowledge and agree that Oracle is not responsible for performing legal research and/or for providing legal advice to You. Additional fees may apply.

3. Rights of individuals

You control access to Your Services Personal Information by Your end users, and Your end users should direct any requests related to their Services Personal Information to You. To the extent such access is not available to You, Oracle will provide reasonable assistance with requests from individuals to access, delete or erase, restrict, rectify, receive and transmit, block access to or object to processing of Services Personal Information on Oracle systems. If Oracle directly receives any requests or inquiries from Your end users that have identified You as the controller, we will promptly pass on such requests to You without responding to the end user.

If you are an end user and you have questions about your choices regarding the disclosure and use of Services Personal Information provided to Oracle, please consult directly with the organization that collected your information from you.

4. Security and confidentiality

Oracle has implemented and will maintain technical and organizational measures designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Services Personal Information. These measures, which are generally aligned with the ISO/IEC 27001:2013 standard, govern all areas of security applicable to the Services, including physical access, system access, data access, transmission, input, security oversight, and enforcement.

Oracle employees are required to maintain the confidentiality of personal information. Employees' obligations include written confidentiality agreements, regular training on information protection, and compliance with company policies concerning protection of confidential information.

See additional details regarding the specific security measures that apply to the Services are set out in the security practices for these Services, including regarding data retention and deletion, available for review.

5. Incident Management and data breach notification.

Oracle promptly evaluates and responds to incidents that create suspicion of or indicate unauthorized access to or handling of Services Personal Information.

If Oracle becomes aware and determines that an incident involving Services Personal Information qualifies as a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Services Personal Information transmitted, stored or otherwise processed on Oracle systems that compromises the security, confidentiality or integrity of such Services Personal Information, Oracle will report such breach to You without undue delay.

As information regarding the breach is collected or otherwise reasonably becomes available to Oracle and to the extent permitted by law, Oracle will provide You with additional relevant information concerning the breach reasonably known or available to Oracle.

6. Subprocessors

To the extent Oracle engages Oracle affiliates and third-party subprocessors to have access to Services Personal Information for the purpose of assisting in the provision of Services, such subprocessors shall be subject to the same level of data protection and security as Oracle under the terms of Your order for Services. Oracle is responsible for its subprocessors' compliance with the terms of Your order for Services.

Oracle maintains lists of Oracle Affiliates and subprocessors that may process Services Personal Information. Additional information is available to You via My Oracle Support (https://support.oracle.com) Document ID 2121811.1, or other applicable primary support tool provided for the Services.

7. Cross-border data transfers

Oracle is a global corporation with operations in over 80 countries and Services Personal Information may be processed globally as necessary in accordance with this policy. If Services 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 Services 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.

In the event the services agreement between You and Oracle references the Oracle Data Processing Agreement for Oracle Services ("DPA"), further details on the relevant data transfer mechanism that applies to Your order for Oracle services are available in the DPA. In particular, for Services Personal Information transferred from the European Economic Area (EEA) or Switzerland, such transfers are subject to Oracle's Binding Corporate Rules for Processors (BCR-P) or the terms of the EU Standard Contractual Clauses. For Services Personal Information transferred from the United Kingdom (UK), such transfers are subject to the UK Addendum or other appropriate transfer mechanism.
Oracle also complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) (collectively, the "DPF") as set forth by the U.S. Department of Commerce, regarding the collection, use, and retention of Services Personal Information when You and Oracle have agreed by contract that transfers of such information from the EEA, United Kingdom (and Gibraltar), or Switzerland will be transferred and processed pursuant to the applicable DPF for the relevant Services. Oracle will then be responsible for ensuring that third parties acting as a subprocessor on our behalf do the same. Oracle shall remain liable under the DPF Principles if its subprocessor processes Services Personal Information in a manner inconsistent with the DPF Principles, unless Oracle proves that it is not responsible for the event giving rise to the damage.

Oracle has certified to the U.S. Department of Commerce that it adheres to the DPF Principles with regard to Services Personal Information (as described above) that is transferred from the European Union, the United Kingdom (and Gibraltar), and/or Switzerland to the United States when specified in a relevant contract. If there is any conflict between the terms in this Services Privacy Policy and the DPF Principles, the DPF Principles shall govern. To learn more about the DPF program, and to view Oracle's certification, please visit Data Privacy Framework website.
Please see the Data Privacy Framework website or refer to this list of U.S. entities covered under Oracle's DPF self-certification. With respect to Services Personal Information received or transferred pursuant to the DPF, the Federal Trade Commission has jurisdiction over Oracle's compliance with the DPF.

8. Audit rights

To the extent provided in your order for Services, You may at Your sole expense audit Oracle's compliance with the terms of this Services Privacy Policy by sending Oracle a written request, including a detailed audit plan, at least six weeks in advance of the proposed audit date. You and Oracle will work cooperatively to agree on a final audit plan.

The audit shall be conducted no more than once during a twelve-month period, during regular business hours, subject to Oracle's on-site policies and regulations, and may not unreasonably interfere with business activities. If You would like to use a third party to conduct the audit, the third party auditor shall be mutually agreed to by the parties and the third-party auditor must execute a written confidentiality agreement acceptable to Oracle. Upon completion of the audit, You will provide

Oracle with a copy of the audit report, which is classified as confidential information under the terms of Your agreement with Oracle.

Oracle will contribute to such audits by providing You with the information and assistance reasonably necessary to conduct the audit, including any relevant records of processing activities applicable to the Services. If the requested audit scope is addressed in a SOC 1 or SOC 2, 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. Additional audit terms may be included in Your order for Services.

9. Deletion or return of Services Personal Information

Except as otherwise specified in an order for services or required by law, upon termination of services, Oracle will return or delete any remaining copies of Your production customer data, including any Services Personal Information, located on Oracle systems or Services environments. Additional information on data deletion functionality is provided in the applicable Services descriptions.

II. SYSTEMS OPERATIONS DATA PROCESSING TERMS

1. Responsibility and purposes for processing personal information

Oracle Corporation and its affiliated entities are responsible for processing personal information that may be incidentally contained in Systems Operations Data in accordance with Sections II and III of this 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.
We may collect or generate Systems Operations Data for the following purposes:

- a) to help keep our Services secure, including for security monitoring and identity management;

- b) to investigate and prevent potential fraud or illegal activities involving our systems and networks, including to prevent cyber-attacks and to detect bots;

- c) to administer our back-up disaster recovery plans and policies;

- d) to confirm compliance with licensing and other terms of use (license compliance monitoring);

- e) for research and development purposes, including to analyze, develop, improve and optimize our Services;

- f) to comply with applicable laws and regulations and to operate our business, including to comply with legally mandated reporting, disclosure or other legal process requests, for mergers and acquisitions, finance and accounting, archiving and insurance purposes, legal and business consulting and in the context of dispute resolution.

For personal information contained in Systems Operations Data collected in the EU, our legal basis for processing such information is our legitimate interest in performing, maintaining and securing our products and services and operating our business in an efficient and appropriate manner. Personal information may also be processed based on our legal obligations or legitimate interest to comply with such legal obligations.

2. Sharing personal information

Personal information contained in Systems Operations Data may be shared throughout Oracle's global organization. A list of Oracle entities is available as indicated above.

We may also share such personal information with the following third parties:

- third-party service providers (for example IT service providers, lawyers and auditors) 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.

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

3. Cross-border data transfers

If personal information contained in Systems Operations Data is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information, Oracle will take measures designed to adequately protect information about Users, such as ensuring that such transfers are subject to the terms of the EU Model Clauses.

4. Security

Oracle has implemented appropriate technical, physical and organisational measures in accordance with the Oracle Corporate Security Practices designed to protect personal information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access as well as all other forms of unlawful processing (including, but not limited to, unnecessary collection) or further processing.

5. Individual Rights

To the extent personal information about You is contained in Systems Operations Data, You may request to access, correct, update or delete personal information contained in Systems Operations Data in certain cases, or otherwise exercise Your choices with regard to Your personal information by filling out an inquiry form. We will respond to your request consistent with applicable law.
If are a California resident, under the California Consumer Privacy Act (CCPA), as amended, You may request that Oracle:

1. Discloses to you the following information:

- the categories and specific pieces of personal information we collected about You and the categories of personal information we sold, if applicable;

- the categories of sources from which we collected such personal information;

- the business or commercial purpose for collecting or selling personal information; and

- the categories of third parties to whom we sold or otherwise disclosed personal information, if applicable.

2. deletes personal information we collected about You or corrects inaccurate personal information about You, unless retained solely for legal and compliance purposes and as otherwise set out in the CCPA

3. fulfils your request to opt-out of any future sale of personal information about You, if applicable.

If You are an authorized agent making an access or deletion request on behalf of a California resident, please reach out to us via the inquiry form and indicate that You are an authorized agent. We will provide You with instructions on how to submit a request as an authorized agent on behalf of a California resident.

If you submit a request, please be specific as to what right you are asserting (e.g., access, correction, etc.) and which specific pieces of personal information are in scope of your request. In some cases, in order to comply with applicable law or a legal obligation, Oracle may deny your request or may seek more information from you in order to respond to your request.

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. For information on the CCPA requests Oracle received, complied with, or denied for the previous calendar year, please visit Oracle's Annual Consumer Privacy Reporting page, available here.

III. COMMUNICATIONS AND NOTIFICATIONS TO CUSTOMERS AND USERS

1. Legal requirements.

Oracle may be required to provide access to Services Personal Information and to personal information contained in Systems Operations Data 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 or a User's safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside Your or a User's country of residence, for national security and/or law enforcement purposes.

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

2. Global Data Protection Officer

Oracle has appointed a Global Data Protection Officer who is also Oracle's Chief Privacy Officer. If You or a User believe that personal information has been used in a way that is not consistent with this Privacy Policy, or if You or a User have further questions, comments or suggestions related to Oracle's handling of Services Personal Information or personal information contained in Systems Operations Data, please contact the 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

3. Filing a complaint

If You or a User have any complaints regarding our compliance with our privacy and security practices, please contact us via our inquiry form. We will investigate and attempt to resolve any complaints and disputes regarding our privacy practices. Users also have the right to file a complaint with a competent data protection authority if they are a resident of a European

Union member state. We commit to refer unresolved complaints concerning our handling of Services Personal Information received in reliance on the DPF to TRUSTe, an alternative dispute resolution provider based in the United States. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related complaint to your satisfaction, please visit TRUSTe for more information or to file a complaint. These dispute resolution services are provided at no cost to you.

Under certain conditions, specified on the DPF website, Users may invoke binding arbitration after other dispute resolution procedures have been exhausted.

4. Changes to this Services Privacy Policy

This Privacy Policy was last updated on February 21, 2024. However, the Services 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 cases of material changes, we will also inform you in another appropriate way (for example via a pop-up notice or statement of changes on our website) prior to the changes becoming effective.

EXHIBIT C – DPA
FOR REFERENCE PURPOSES ONLY; SUBJECT TO CHANGE

EXHIBIT C
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ORACLE®

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

Version January 1, 2023

1. Scope and Applicability

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.

2. Responsibility for Processing of Personal Information and Description of Processing Activities

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 during the term of the Services Agreement solely for the purpose of providing the Services in accordance with the Services Agreement and this Data Processing Agreement.

2.3 In particular and depending on the Services, Oracle may Process Personal Information 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.

2.4 As part of the provision of the Services and depending on the Services, Oracle may Process Personal Information about Your Individuals, including Your end users, employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.

2.5 Personal Information about Your Individuals may include, but is not limited to, 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; geolocation data; IP addresses and online behavior and interest data.

2.6 Unless otherwise specified in the Services Agreement, You may not provide Oracle with any data 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 (e.g. certain regulated health or payment card information). If available for the Services, You may purchase additional services from Oracle (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to sensitive or special

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data You seek to include in Your Content. You remain responsible for compliance with Your specific regulatory, legal or industry data security obligations which may apply to such data.

2.7 Additional or more specific descriptions of Processing activities may be included in the Services Agreement.

2.8 Oracle is a Service Provider in respect to Personal Information processed in performance of the Services. Oracle will not: (a) Sell or Share any Personal Information; (b) retain, use, or disclose any Personal Information (i) for any purpose other than for the Business Purposes specified in the Services Agreement, including for any Commercial Purpose, or (ii) outside of the direct business relationship between Oracle and You; or (c) combine Personal Information received from or on behalf of You with Personal Information received from or on behalf of any third party, or collected from Oracle's own interaction with Individuals, except to perform a Business Purpose that is permitted by the CCPA and the Services Agreement. Oracle will notify You of its use of Oracle Affiliates and Third Party Subprocessors in accordance with Section 5 of this Data Processing Agreement; and ensure Oracle Affiliates and Third Party Subprocessors are subject to applicable written agreements per Section 5 of this Data Processing Agreement. The parties acknowledge that the Personal Information You disclose to Oracle is provided only for the limited and specified Business Purposes set forth in the Services Agreement. Oracle shall provide the same level of protection to Personal Information as required by the CCPA and as more fully set out in the Services Agreement. You may take such reasonable steps as may be necessary (a) to remediate Oracle's unauthorized use of Personal Information, and (b) to ensure that Personal Information is used in accordance with the terms of this Data Processing Agreement by exercising Your rights under Section 8 of this Data Processing Agreement. Oracle shall notify You if it makes a determination that it is not able to meet its obligations under the CCPA in connection with its provision of the Services.

3. Your Instructions

3.1 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.

3.2 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. Oracle will immediately inform You if, in its opinion, Your instruction infringes Applicable Data Protection Law. Oracle is not responsible for providing legal advice to You.

3.3 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.

4. Privacy Inquiries and Requests from Individuals

4.1 If You receive a request or inquiry from an Individual related to Personal Information Processed by Oracle under the Services Agreement, including Individual requests to access, delete or erase, restrict, rectify, receive and transmit (data portability), block access to or object to Processing of specific Personal Information, You can securely access Your Services environment that holds Personal Information to address the request. Additional information on how to access the Services to address privacy requests or inquiries from Individuals is available in the applicable Oracle Product or Service Feature Guidance documentation available on My Oracle Support (or other applicable primary support tool or support contact provided for the Services).

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4.2 To the extent access to the Services is not available to You or otherwise not responsive to the request or inquiry, You can 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.

4.3 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).

5. Oracle Affiliates and Third Party Subprocessors

5.1 You provide Oracle general written authorization to engage Oracle Affiliates and Third Party Subprocessors as necessary to assist in the performance of the Services.

5.2 To the extent Oracle engages such Third Party Subprocessors and/or Oracle Affiliates, it requires that such entities are subject to the same level of data protection and security as Oracle under the terms of this Data Processing Agreement and Applicable Data Protection Law. You will 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. Oracle remains responsible for the performance of the Oracle Affiliates' and Third Party Subprocessors' obligations in compliance with the terms of the Services Agreement.

5.3 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). 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.

5.4 Within thirty (30) calendar days of Oracle providing such notice to You under Section 5.3 above, You may object to the intended involvement of a Third Party Subprocessor or Oracle Affiliate in the performance of the Services 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 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 5.4 only pertains to a portion of Services under an order, You will enter into an amendment or replacement order to reflect such partial termination.

6. Cross-border data transfers

6.1 For Cloud Services, Personal Information will be stored in the data center region specified in Your order for such Services or, if applicable, the geographic region that You have selected when activating the production instance of such Services.

6.2 Without prejudice to Section 6.1 above, Oracle may Process Personal Information globally as necessary to perform the Services, such as for support, incident management or data recovery purposes.

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6.3 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under Applicable European Data Protection Law to countries outside Europe not covered by an adequacy decision, such transfers are subject to (i) Oracle's Binding Corporate Rules for Processors or BCR-p (also referred to as the Oracle Processor Code) and (ii) the terms of Module 2 (Controller to Processor) of the EU Standard Contractual Clauses 2021/914 of 4 June 2021.

The most current version of Oracle's Binding Corporate Rules for Processors (Oracle Processor Code) is available on https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing, and is incorporated by reference into the Services Agreement and this Data Processing Agreement. Oracle has obtained EEA authorization for its Binding Corporate Rules for Processors (Processor Code) and will maintain such authorization for the duration of the Services Agreement. Transfers to Third Party Subprocessors shall be subject to security and data privacy requirements consistent with Oracle's Binding Corporate Rules for Processors (Oracle Processor Code), the terms of Module 2 (Controller to Processor) of the EU Standard Contractual Clauses 2021/914 of 4 June 2021, this Data Processing Agreement and the Services Agreement.

6.4 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under Applicable UK Data Protection Law, to countries outside the United Kingdom not covered by an Adequacy Decision by the UK ICO, such transfers are subject to (i) the terms of Module 2 (Controller to Processor) of the EU Standard Contractual Clauses 2021/914 of 4 June 2021 as supplemented by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses version B1.0 (the "**IDTA**"), which are incorporated herein by reference; and (ii) when approved by the UK ICO, the approved UK Binding Corporate Rules for Processors, in the form that will be approved by the UK ICO for use in the UK and will be published on Oracle's public websites. The IDTA will be read in conjunction with the Services Agreement and the Data Processing Agreement.

6.5 The parties will review any supplemental measures, which may be required based on applicable Data Protection Law for the transfer of Personal Information to countries that do not offer an adequate level of protection. The parties will work together in good faith to find a mutually acceptable resolution to address such supplementary measures, including but not limited to reviewing technical documentation for the Services, and discussing additional available technical safeguards and security services.

6.6 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under other Applicable Data Protection Laws globally, 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.

7. Security and Confidentiality

7.1 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 **all Services:** Oracle's Corporate Security Practices, available at https://www.oracle.com/corporate/security-practices/;

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- 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/consulting-services/index.html.

7.2 All Oracle and Oracle Affiliates employees, and 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.

8. Audit Rights and Assistance with Data Protection Impact Assessments

8.1 You may audit Oracle's compliance with its obligations under this Data Processing Agreement up to once per year, including inspections of the applicable Services data center facility that hosts Personal Information. In addition, to the extent required by Applicable Data Protection Law, You or Your Regulator may perform more frequent audits.

8.2 If You engage a third party auditor, 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.

8.3 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 within a reasonable timeframe.

8.4 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.

8.5 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.

8.6 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.

8.7 Without prejudice to the rights granted in Section 8.1 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.

8.8 You may also 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.

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8.9 Oracle provides You with information and assistance reasonably 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 Oracle Product/Service 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.

9. Incident Management and Breach Notification

9.1 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 Your Content (as such term is defined in the Services Agreement) transmitted, stored or otherwise Processed. Oracle will promptly define escalation paths to investigate such incidents in order to confirm if an Information Breach has occurred, and to take reasonable measures designed to identify the root cause(s) of the Information Breach, mitigate any possible adverse effects and prevent a recurrence.

9.2 Oracle will notify you of a confirmed Information Breach without undue delay but at the latest within 24 hours. As information regarding the 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 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 information that were the subject of the 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 Information Breach.

10. Return and Deletion of Personal Information

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

10.2 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.

11. Legal Requirements

11.1 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.

11.2 Oracle will promptly inform You of requests to provide access to Personal Information and use reasonable efforts to redirect the authority that made the request to You, unless otherwise required by law.

11.3 To the extent Oracle is required to respond to the request, it will first assess on a case-by-case basis whether the request is legally valid and binding on Oracle, including whether the request is consistent with Applicable Data Protection Law. Any request that is not legally valid and binding on Oracle will be resisted in accordance with applicable law.

12. Data Protection Officer

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12.1 Oracle has appointed a Chief Privacy Officer and a local Data Protection Officer in certain countries. Further details on how to contact Oracle's Chief Privacy Officer and, where applicable, the local Data Protection Officer, are available at https://www.oracle.com/legal/privacy/index.html.

12.2 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.

13. 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, including Applicable European Data Protection Law, Applicable UK Data Protection Law, the California Consumer Privacy Act as amended ("CCPA") and other US State laws.

"**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; and (ii) the Swiss Federal Act of 19 June 1992 on Data Protection, as amended.

"**Applicable UK Data Protection Law**" means (i) the UK GDPR, meaning the EU General Data Protection Regulation EU/2016/679, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 pursuant to amendments to the EU General Data Protection Regulation EU/2016/679 made by The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and 2020; and (ii) the UK Data Protection Act 2018, as amended.

"**Europe**" means for the purposes of this Data Processing Agreement (i) the European Economic Area, consisting of the EU Member States, Iceland, Liechtenstein and Norway; and (ii) Switzerland.

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

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

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

"**Service Provider**", "**Sell**", "**Share**", "**Business Purpose**", and "**Commercial Purpose**" have the meaning set forth under the CCPA.

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

"**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 Binding Corporate Rules for Processors**" or "**Oracle Processor Code**" means the EU or UK Oracle's Privacy Code for Processing Personal Information of Customer Individuals, as the case may be.

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

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"**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.

"**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 this Data Processing Agreement.

"**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 D – HARDWARE WARRANTY

FOR REFERENCE PURPOSES ONLY; SUBJECT TO CHANGE

Oracle Hardware Warranty

Last Update: 13-December-2024

1. OVERVIEW

The details of the Oracle Hardware Warranty are set forth below. The Oracle Hardware Warranty is only available in countries where Oracle maintains local hardware service or support operations. For a list of countries where Oracle maintains local service or support operations please refer to the "Oracle Service Locations" (PDF). If you are located in a country where Oracle does not maintain local service or support operations, your warranty terms will vary, and third parties may be responsible for providing you with warranty service.

The term "you" and "your" refers to the individual or entity that has ordered Oracle hardware and/or media products, identified in the Oracle Hardware Limited Warranty section below, from Oracle or an Oracle-authorized distributor to which this Oracle Hardware Warranty applies.

The term "hardware" refers to the computer equipment, including components, options and spare parts (but excludes third-party warranted hardware as defined below).

The term "third-party warranted hardware" is defined as hardware identified on your order by a statement that the warranty will be provided by a third-party.

The term "integrated software" refers to any software or programmable code that is (a) embedded or integrated in the hardware and enables the functionality of the hardware or (b) specifically provided to you under a separate agreement with Oracle or an Oracle-authorized distributor and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with your hardware.

Note: As of September 13, 2024, (i) The Delivery Method Chart: Oracle Retail and Hospitality Hardware Replacement Parts has been renamed "Delivery Method Chart: Oracle Point of Service Hardware Replacement Parts" and (ii) MICROS in this Warranty policy has also been renamed "Oracle Point of Service Hardware." In this warranty policy, all references to Oracle Point of Service Hardware shall include Oracle MICROS Hardware.

If your contract provides for any onsite warranty services, you must provide a safe and healthful workspace for all Oracle resources performing warranty 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.).

If the performance of on-site warranty services becomes negatively impacted due to a declared disaster, public health or safety concern, or national or global emergency, Oracle and You shall cooperate in good faith to review such impact.

If requested, Oracle resources will obtain a badge to enter Your facilities and comply with Your reasonable physical security and safety policies and procedures while on-site, to the extent they do not violate any applicable law (including privacy laws), place Oracle resources in harm, or require Oracle resources to undergo background checks or other screening (unless set forth in Your order). However, no terms included in any such policies and procedures shall modify the Services, and You shall provide training regarding such policies and procedures as requested. To view a comparison of this Oracle Hardware Warranty and the previous version of the Oracle Hardware Warranty, please refer to the attached Statement of Changes(PDF).

2. ORACLE HARDWARE LIMITED WARRANTY

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware (excluding third-party warranted hardware), (ii) operating system and integrated software and the integrated software options, (iii) the Software Media, and (iv) Tape Media. Software

Media and Tape Media are defined below.

Oracle warrants that the hardware will be free from and using the operating system and integrated software will not cause in the hardware, material defects in materials and workmanship for one (1) year from the date the hardware is delivered to you. Oracle warrants that the operating system media, the integrated software media, and the integrated software options media, collectively referred to as, "Software Media", will be free from material defects in materials and workmanship for a period of ninety (90) days from the date the Software Media is delivered to you.

Oracle warrants that the StorageTek LTO9 and later Ultrium tape media will be free from material defects in material and workmanship for a period of (1) one year from the date the tape media is delivered to you. Oracle warrants that the StorageTek LTO5, LTO6, LTO7, LTO8 Ultrium and T10000 T2 tape media (including T10000 T2 cleaning cartridges) will be free from material defects in material and workmanship and will conform in all material respects to the specifications for its lifetime, meaning for so long as you use it in the configuration for which it was purchased originally. Oracle warrants that all other StorageTek LTO Ultrium and T10000 tape media, DLT/SuperDLT tape media, and 9840/9940 tape media (including the respective cleaning cartridges) will be free from material defects in materials and workmanship for a period of one (1) year from the date the tape media is delivered to you. Tape media identified in this section may collectively be referred to as "Tape Media".

The Oracle Hardware Warranty applies only to the hardware, Software Media and Tape Media that have been (1) manufactured by or for Oracle, (2) sold by Oracle (either directly or by Oracle-authorized distributor), and used under normal conditions as described in the specifications. The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which have been remanufactured and certified for warranty by Oracle. For information regarding third-party warranted hardware please refer to section 9 (Third-Party Warranted Hardware and Other Third-Party Products) below.

3. IF YOU EXPERIENCE A WARRANTY ISSUE

Unless otherwise designated in writing by Oracle, Oracle and Oracle authorized service providers are the only parties authorized to perform warranty service on the hardware. Upon experiencing a warranty issue, please contact Oracle via My Oracle Support, the Oracle Local Government Customer Support Portal, the Customer Support Portal for Hospitality and Food & Beverage, or contact the Oracle Technical Support Center for your country. Phone numbers and contact information can be found on Oracle's support web site located here.

If Oracle is not able to obtain entitlement information through the registration process, you will be asked to provide the following information when requesting warranty service: your name, address, and contact information; serial number; a description of the Oracle product; a description of the system configuration; a description of the issue; and, if applicable, your Passport or Global Purchase Agreement number. You may be required to provide proof of purchase and/or, if applicable, proof of the installation date prior to receiving warranty service.

4. WARRANTY SERVICE

WEB Coverage: 24x7 – 365 Days per Year

Phone Coverage: Local Business Hours

Phone/Web Call Back Response (local business hours only):

                          Severity 1 Issue – four (4) Hours

                          Severity 2 Issue – eight (8) Hours

                          Severity 3 Issue – Next Business Day

Oracle will make commercially reasonable efforts to return your initial telephone or internet request for warranty service within the designated

response time set forth above.

If the Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates (PDF) or the Delivery Method Chart: Oracle Point of Service Hardware Replacement Parts (PDF) specifies "Field Replaceable" warranty service for your hardware and Oracle has determined that an on-site visit is required in order to address the warranty issue, the visit will be scheduled during local business hours excluding holidays. Oracle will make commercially reasonable efforts to respond on-site within two (2) business days for hardware located within a designated Oracle Service Location. Please refer to the "Oracle Service Locations" (PDF) for a listing of service locations near you. For on-site warranty service outside the identified service locations response times may be longer or unavailable.

On-site warranty service is not available for hardware designated as "Customer Replaceable Units" or "Customer Installable Integrated Software Updates" on the Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates (PDF) or the Delivery Method Chart: Oracle Point of Service Hardware Replacement Parts (PDF), or the Delivery Method Chart: Oracle Public Safety Hardware Replacement Parts or Software Media or Tape Media. Instead, warranty service will be provided in accordance with the Replacement CRU shipment process described below.

In the event that Oracle determines that your issue can be addressed by shipping a replacement part to you (a "Customer Replaceable Unit" or "CRU"), Oracle will ship the replacement CRU to your site ("Replacement CRU"). Based on availability, Oracle will use commercially reasonable efforts to ship the Replacement CRU within 2 business days starting once the diagnostic analysis is done. Replacement CRUs will be of new or like-new quality. You are responsible for installation of Replacement CRUs. Replacement CRUs are not warranted separately from the hardware, Software Media, or Tape Media, but are warranted as follows: (i) Replacement CRUs for hardware are warranted under the warranty terms remaining for the hardware into which the Replacement CRU is installed; (ii) Replacement CRUs for hardware that are whole unit replacements are warranted under the warranty remaining for the hardware which the Replacement CRU is replacing, (iii) Replacement CRUs for Tape Media or Software Media, are warranted under the warranty terms remaining for the Tape Media or Software Media being replaced. Oracle may require that you return your hardware to the original factory-shipped hardware and software configurations before providing warranty service to you. In the event that an integrated software update is required in order to address your warranty issue, Oracle will provide you with instructions for obtaining the update, which may include agreement to additional licensing terms. You are responsible for implementing the necessary updates.

You are responsible for ensuring that any malfunctioning hardware (or part) or Tape Media being replaced ("Malfunctioning Product") is returned to Oracle in accordance with all Oracle shipping or courier instructions. If you fail to return the Malfunctioning Product within forty-five (45) days of a Replacement CRU being shipped to you, you will be charged the then-current fee for such Malfunctioning Product or a minimum of $500.00, (whichever is higher). Title in the Malfunctioning Product shall transfer back to Oracle upon removal from the hardware. It is your responsibility to back up all data before returning Malfunctioning Product to Oracle. Oracle is not responsible for any data lost or damaged including lost or damaged as part of the warranty return or repair process nor for any associated data restoration. Further, it is your responsibility to ensure that no confidential, proprietary, or personal information remains on your Malfunctioning Product before returning it to Oracle.

For Public Safety Hardware, if Oracle sends replacement hardware to you, you will destroy the damaged or malfunctioning hardware unit being replaced in accordance with the current Federal Bureau of Investigation Criminal Justice Information Security Policy ("CJIS SP"), that describes the requirements for agencies to maintain written documentation of the steps taken to sanitize or destroy electronic media. Oracle assumes no liability or responsibility for the storage or disposal of the devices. You must take appropriate measures to securely store and sanitize the devices prior to releasing the devices from Your control. In addition, You must ensure the devices are securely disposed of by authorized personnel in accordance with CJIS SP guidelines, any applicable state laws, local E-waste regulations, and guidelines for safe disposal of devices containing lithium batteries.

Payment Entry Devices (PED) fall under the regulatory compliance requirements and security standards established by the PCI Security Standards Council (PCI SSC). If a PED has a failure once its PCI compliance has expired, it will be replaced with a PCI compliant PED.

Warranty service and response time targets for Oracle Point of Service 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 forty-eight (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 forty-eight (48) hours of Oracle's acknowledgement that replacement of a hardware part is necessary.

All response times are estimates only. Oracle will make commercially reasonable efforts to meet such response times; however, such response times are dependent upon factors such as location, resource availability, your enablement of remote support capabilities, and your availability. For hardware, the response times apply to hardware located within a twenty-five (25) mile (forty (40) kilometer) radius of designated service location. Please refer to the attached document titled, "Oracle Service Locations" (PDF) for a listing of service locations. For Oracle to provide warranty service 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 warranty service. Relocated hardware will be entitled to the warranty service available in the country to which the hardware is relocated.

If your product contains remote support capabilities, your failure to enable and use such capabilities during the warranty period may adversely impact Oracle's ability to respond to your requests for warranty service.

Oracle's obligation to deliver warranty service is conditioned upon you fulfilling your obligations identified in this Oracle Hardware Warranty. Your failure to meet your obligations may result in no warranty service being provided or a delay in the provision of warranty service.

Any services provided for hardware, Software Media or Tape Media which are not covered by warranty will be billed on a time and material basis.

5. TOOLS USED TO PERFORM WARRANTY SERVICES

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your hardware (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 warranty 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 warranty service and 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 warranty services. In addition, the tools data may be used by Oracle 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 warranty service to you. Further details about some of the current tools Oracle uses to provide warranty services, and the data collected and how it is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may 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, an ordering document, or readme that the tool is provided under separate license terms

("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Similarly, embedded third-party software, or third-party software, licensed under Separate Terms (e.g., 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

6. GLOBAL CUSTOMER SUPPORT DATA PROTECTION PRACTICES

To the extent you provide personal information to Oracle as part of Oracle's provision of warranty services, Oracle will comply with the following:

- Oracle's Services Privacy Policy, available at https://www.oracle.com/legal/privacy/services-privacy-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#data-processing

In providing warranty 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 warranty period. 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 warranty 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.

7. WHAT THE ORACLE HARDWARE LIMITED WARRANTY DOES NOT COVER

Oracle does not provide any warranties for hardware, operating system, integrated software, Software Media or Tape Media other than those described above. Power cords, non-Payment Entry Device cables, batteries, and mounting brackets for Oracle Point of Service Hardware are considered consumables and are not covered under the Oracle Hardware Warranty. For software licensed by Oracle under a separate license agreement, you may be entitled to certain warranties as described in your software license agreement.

ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATIONS OF ANY HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, SOFTWARE MEDIA OR TAPE MEDIA.

There is no warranty for any hardware, operating system, integrated software, Software Media or Tape Media that has been (i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag

on the hardware); (ii) maltreated or used in a manner other than in accordance with the relevant documentation or specifications or Software Media or Tape Media failures resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, or incorrect environments; (iii) repaired by any third-party in a manner which at Oracle's discretion 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 an Oracle Warranty, to the extent that problems are attributable to such use; (vi) relocated, to the extent that problems are attributable to the relocation; (vii) de-supported by the third-party manufacturer or vendor, or for which, in Oracle's good faith determination, it is no longer practicable for Oracle to support such third-party hardware, operating system, integrated software, Software Media or Tape Media, or any third-party component or part therein; (viii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations; (ix) used by parties appearing on the most current U.S. export exclusion list; (x) relocated to countries subject to U.S. trade embargo or restrictions; or (xi) used remotely to facilitate any activities in the countries referenced in (x) above; or (xii) purchased from any entity other than Oracle or an Oracle authorized distributor.

For Public Safety hardware, warranty coverage will be extended to cover accidental damage to the hardware.

This Oracle Hardware Warranty does not apply to normal wear of the hardware, Software Media or Tape Media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware and may be void in the event that title to the hardware is transferred. The Oracle Hardware Warranty does not apply to any products with a prefix of "Y." Products with a prefix of "Y" can be found here.

8. THIRD-PARTY WARRANTED HARDWARE AND OTHER THIRD-PARTY PRODUCTS

Oracle shall procure for you the warranties for the following third-party warranted hardware as contained in your order:

- **HPE Servers, HPi Desktops:**

  https://support.hp.com/us-en/checkwarranty

- **Epson Fiscal Printers in Italy:**

  https://assets.epson-europe.com/uk/coverplus/pdf/2014/EN_CoverPlus2014.pdf

- **Ram Mount components and mounts:**

  https://rammount.com/pages/warranty

- **Epson USB cables:**

  https://epson.com/w/warranty

Oracle does not itself provide any warranties or warranty services for third-party warranted hardware or any other third-party products installed into or attached to the hardware 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 hardware, then the hardware warranty will not cover such damage. Other third-party products may also impede and/or add costs in obtaining warranty services 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 hardware. 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 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), then Oracle's service call will be addressed under the terms of the Oracle Hardware Warranty; provided that the removal of any other third-party products by Oracle will be subject to additional charges.

9. LIMITATIONS

To the extent not addressed in your order with Oracle or an Oracle-authorized distributor for the hardware, operating system, integrated software, Software Media or Tape Media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (B) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, YOU MAY RETURN THE DEFECTIVE PRODUCT FOR A REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND, IF APPLICABLE, 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 INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Nothing in this Oracle Hardware Warranty affects any statutory rights of consumers or other purchasers that cannot be waived or limited by contract. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state, country to country and jurisdiction to jurisdiction.

10. CONTACT INFORMATION

Phone numbers and contact information can be found on Oracle's support web site located here.

EXHIBIT E - ORACLE HARDWARE AND SYSTEMS SUPPORT POLICY
FOR REFERENCE PURPOSES ONLY; SUBJECT TO CHANGE

Oracle Hardware and Systems Support Policies

Last Update: 13-December-2024

1. OVERVIEW

Unless otherwise stated, these Hardware and Systems Support Policies apply to technical support for all Oracle server, storage, networking, and point of service 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, are 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. Oracle supports the Oracle Linux and/or Oracle VM functionality described in the program documentation, unless the documentation specifically states otherwise. The program documentation is available at www.oracle.com/documentation. Links to third-party websites included in Oracle Linux and Oracle VM program documentation do not imply that Oracle supports the functionality described in that 3rd party website. Oracle may release additional Oracle Linux and/or Oracle VM programs for which Oracle Linux or Oracle VM support is limited to installation assistance only. Program availability, bug fixes and security errata may be made available or removed for these programs as they are released and removed upstream. Certain channels contain packages that fall exclusively in this category and these channels are listed in the Oracle Linux and/or Oracle VM program documentation 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 service 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. In case hardware is relocated outside an Oracle Service Location, technical support needs to be ordered through a local authorized Field Delivery Support Provider.

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.). If the performance of on-site Services becomes negatively impacted due to a declared disaster, public health or safety concern, or national or global emergency, Oracle and You shall cooperate in good faith to review such impact.

If requested, Oracle resources will obtain a badge to enter Your facilities and comply with Your reasonable physical security and safety policies and procedures while on-site, to the extent they do not violate any applicable law (including privacy laws), place Oracle resources in harm, or require Oracle resources to undergo background checks or other screening (unless set forth in Your order). However, no terms included in any such policies and procedures shall modify the Services, and You shall provide training regarding such policies and procedures as requested.

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 at Oracle's discretion 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).

Note: As of September 13, 2024, (i) Oracle Premier Support for MICROS Hardware has been renamed Oracle Premier Support for Oracle Point of Service Hardware and (ii) Oracle Advanced Parts Exchange for MICROS Hardware has been renamed to Oracle Advanced Parts Exchange for Oracle Point of Service Hardware. In this technical support policy a) all references to Oracle Premier Support for Oracle Point of Service Hardware shall include Oracle Premier Support for MICROS Hardware and/or Oracle Premier Support for Retail and Hospitality Hardware, b) all references to Oracle Advanced Parts Exchange for Oracle Point of Service Hardware shall include Oracle

Advanced Parts Exchange for MICROS Hardware and/or Oracle Advanced Parts Exchange for Retail and Hospitality Hardware c) all references to Oracle Point of Service Hardware shall include MICROS and/or Retail and Hospitality Hardware.

Use of Services

Services may not be delivered to or accessed by or on behalf of individuals or entities in Venezuela, the Russian Federation, or Belarus, including, without limitation, the Government of Venezuela, the Government of the Russian Federation, and the Government of Belarus, nor may the Services or any output from the Services be used for the benefit of any such individuals or entities.

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 Point of Service 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 service hardware such as Oracle Point of Service Hardware, all such point of service hardware systems must be supported at the same technical support service level (e.g., Oracle Premier Support for Oracle Point of Service Hardware or Oracle Advanced Parts Exchange for Oracle Point of Service Hardware) or all must be unsupported if the point of service 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 service 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 Point of Service Hardware, Oracle Advanced Parts Exchange for Oracle Point of Service 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, noting that any applicable country annual adjustments shall be applied for the remaining support.

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. If you replace an Oracle Exadata Database Machine (Exadata) with either an Oracle Exadata Cloud@Customer (ExaC@C) or Oracle Exadata Cloud Infrastructure (ExaCS) subscription, you may be eligible to receive a credit for unused support on the decommissioned Exadata system 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 two years of the delivery date of the new hardware system(s) or two years of the provision date for the ExaC@C or ExaCS subscription. If a credit for unused support is due when replacing either (1) your current system with either new hardware or ExaC@C, 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) or (2) when replacing your current Exadata system(s) with ExaCS, your ExaCS service must be provisioned for 6 months prior to submitting the Hardware Decommission Form and the credit for unused support will be calculated from the date of decommission of current systems noted on the Hardware Decommission Form through the end of the current support period for the decommissioned Exadata system(s). The credit for unused support will not exceed either the total annual support fee for the new hardware system(s), or the annual subscription for ExaC@C, or 6 months of consumption for ExaCS.

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 Point of Service Hardware, Oracle Advanced Parts Exchange for Oracle for Point of Service Hardware, 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 Point of Service Hardware, Oracle Advanced Parts Exchange for Oracle Point of Service Hardware, Oracle Communications Network Premier Support, Extended Support for Operating Systems and Sustaining Support for Operating Systems is included in the Oracle Technical Support Levels for Systems section below.

Oracle Premier Support for Systems, Oracle Communications EAGLE Premier Support, Oracle Premier Support for Oracle Point of Service Hardware, Oracle Advanced Parts Exchange for Oracle Point of Service Hardware, and Oracle Communications Network Premier Support will be available for a minimum of five years from the Last Ship Date of the hardware system. Support for LTO8 and LTO9 tape drives covered under Oracle Premier Support for Systems will be available for a minimum of five years from Last Ship Date or when the host tape library reaches End of Service Life, whichever comes first. Support for the Oracle Talari SD-WAN hardware covered under Premier Support for Systems will be available for three years from the Last Ship Date of the hardware. Support for the Payment Entry Devices (PED), which is provided under Oracle Premier Support for Oracle Point of Service Hardware and Oracle Advanced Parts Exchange for Oracle Point of Service Hardware, may have less than three years of availability due to regulatory and banking requirements that are outside of Oracle's control, e.g. regulatory compliance requirements and security standards established by the PCI Security Standards Council (PCI SSC). Note: If a PED has a failure after it's PCI compliance has expired, it will be replaced with a PCI compliant PED.

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, as documented in the Lifetime Support coverage documents, except as noted below. Extended Support for Operating Systems may be available, for specific releases of the operating system for an additional three years, as documented in the Lifetime Support coverage documents, except as noted below. A fee applies for each Extended Support for Operating Systems support period, which is in addition to the standard Premier Support fee, except as noted below. Alternatively, technical 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 continuously maintain and pay the annual fees for technical support for your Oracle operating system.

If an operating system release 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 for Systems section below.

Refer to the 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 – December 2024. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels for Systems section below.
- Oracle Linux 6 on Exalytics X4-4, X5-4, and X6-4 systems: The Extended Support fee has been waived for the period of March 2021 – June 2024. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels for Systems 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), as set forth in the Lifetime Support section above. For hardware systems, this support is limited to (i) server and storage hardware and (ii) Tekelec BNS, PIC hardware, and Oracle Acme Packet 1100, 3820, 3900 and 3950 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 listed on the backport schedule and 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-ops-center-188778.html
- Access to Platinum Services as described at www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf
- Access to Oracle Enterprise Tape Analysis and Data Recovery services for the Oracle StorageTek tape media specified at www.oracle.com/us/support/library/ent-tape-analysis-dr-services-1708102.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 Technical 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. Oracle does not support country of origin replacement part specific requests. 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), as set forth in the Lifetime Support section above.

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 listed on the backport schedule and 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-ops-center-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 Technical 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, as set forth in the Lifetime Support section above. Please see Oracle's Lifetime Support Policies for more information. When Extended Support for Operating Systems is offered, it is generally available for the terminal codeline release of a program.

Unless otherwise stated in this section, supported Oracle Solaris, 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 and Oracle Linux operating system software and Oracle VM, 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-ops-center-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 Technical 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, as set forth in the Lifetime Support section above. 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-ops-center-188778.html

- Non-technical customer service during normal business hours

Sustaining Support for Operating Systems does not include:

- New program updates, patches, fixes, security patches, security alerts, general maintenance releases, selected functionality releases, documentation updates

- New critical patch updates for Oracle Solaris operating system software

- New upgrade tools

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

- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

- Hardware certification

- Backport of fixes

- Previously released fixes or updates that Oracle no longer supports

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

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 Technical 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 Point of Service Hardware

Oracle Premier Support for Oracle Point of Service Hardware support covers both MICROS Hardware and Point of Service Hardware, and consists of services in support of point of service hardware systems, as set forth in the Lifetime Support section above. Point of service hardware systems are comprised of: workstations, tablets, handhelds, scanners, printers, cash drawers, displays and payment solutions ("Oracle Point of Service Hardware"). Please note that Oracle Point of Service Hardware must follow the matching service levels policy for Oracle Point of Service Hardware described in the Matching Service Levels section above.

Oracle Premier Support for Oracle Point of Service Hardware consists of:

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

Note:

- Power cords, batteries, external batteries, and cash drawer till inserts that are included in Hardware bundles are considered consumables and are not supported under Oracle Premier Support for Oracle Point of Service 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 Point of Service Hardware as prescribed by

Oracle in the relevant Oracle Point of Service Hardware documentation.

Replacement Oracle Point of Service Hardware

If Oracle determines that the replacement of Oracle Point of Service Hardware is necessary, Oracle will send replacement Oracle Point of Service Hardware ("replacement hardware") to your location in accordance with the "Delivery Method Chart: Oracle Point of Service 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 Point of Service 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 Point of Service 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 Oracle Point of Service Hardware

Oracle Advanced Parts Exchange for Oracle Point of Service Hardware support covers both MICROS Hardware and Point of Service Hardware, and consists of services in support of point of service hardware systems, as set forth in the Lifetime Support section above. Point of service hardware systems are comprised of: workstations, tablets, handhelds, scanners, printers, cash drawers, displays and payment solutions ("Oracle Advanced Parts Exchange for Oracle Point of Service Hardware"). Please note that Oracle Advanced Parts Exchange for Oracle Point of Service Hardware must follow the matching service levels policy for Oracle Advanced Parts Exchange for Oracle Point of Service Hardware described in the Matching Service Levels section above.

Oracle Advanced Parts Exchange for Oracle Point of Service 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, batteries, external batteries, and cash drawer till inserts that are included in Hardware bundles are considered consumables and are not supported under Oracle Advanced Parts Exchange for Oracle MICROS 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 Advanced Parts Exchange for Oracle Point of Service Hardware as prescribed by Oracle in the relevant Oracle Advanced Parts Exchange for Oracle Point of Service Hardware documentation.

Replacement Oracle Advanced Parts Exchange for Oracle Point of Service Hardware
If Oracle determines that the replacement of Oracle Advanced Parts Exchange for Oracle Point of Service Hardware is necessary, Oracle will send replacement Oracle Advanced Parts Exchange for Oracle Point of Service 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 Advanced Parts Exchange for Oracle Point of Service 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 Advanced Parts Exchange for Oracle Point of Service 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), as set forth in the Lifetime Support section above, for (i) Oracle Communications EAGLE hardware products, (ii) Oracle Acme Packet hardware products except as otherwise specified in this section and (iii) Oracle Communications TDM support PCIe Card Low Profile. Oracle Communications EAGLE hardware products and the Oracle Acme Packet hardware products, and Oracle Communications TDM Support PCIe Card Low Profile 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, 3900, and 3950 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.

Firmware Updates and Patches for Hewlett Packard Enterprise (HPe)

In order to get new firmware fixes for the Hewlett Packard Enterprise (HPe) BL460c Blades, DL380 Servers, and DL360 Servers, if the fixes become available from HPe, you must upgrade to the latest firmware version.

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, as set forth in the Lifetime Support section above.

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	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

For Oracle Engineered Systems DDR eligible items, click here. For all other systems, please refer to the Oracle System Handbook for details.

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

Oracle Onsite Spares

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

Oracle Onsite Spares consists of the following:

- Parts
- Maintenance and replacement of parts
- Setup of parts onsite
- 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.

Customer Success Services

If you acquire any of the following Customer Success Services on your order, Oracle will provide the services as described in the applicable service description indicated below, published on www.oracle.com/contracts:

- Oracle Priority Support
- Oracle Priority Support for Systems (Systems only)
- Oracle Priority Support Advantage
- Oracle Functional Help Desk for Oracle Hospitality
- Oracle Standard Systems Installations:
  - Oracle Standard System Installation ("OSSI") - Basic Service Exhibit
  - Oracle Standard System Installation ("OSSI") with Site Audit Services Exhibit
  - Oracle Standard System Installation ("OSSI") without Site Audit Services Exhibit
- Oracle Standard Software Installation and Configuration for Systems
- Oracle Engineered Systems Configuration Services
- Oracle Engineered Systems Deployment and Infrastructure Support
- Oracle Preproduction Readiness Review for Systems Service
- Oracle Go-Live Support for Systems Service
- 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.

Customer Support Portal for Hospitality and Food & Beverage

For Hospitality and Food & Beverage customers, Oracle's support website for hardware and system support can be found here. Access to the Customer Support Portal for Hospitality and Food & Beverage is governed by Oracle's Support Portal Terms of Use. The Oracle Support Portal Terms of Use are subject to change at Oracle's discretion. Access to the Customer Support Portal for Hospitality and Food & Beverage 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/services-privacy-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#data-processing

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 (Critical Outage)

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 (Significant Impairment)

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 (Technical Issue)

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

Severity 4 (General Guidance)

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, and are solely applicable for the replacement of physical hardware once Oracle has determined a replacement is required. 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 Point of Service Hardware and Oracle Advanced Parts Exchange for Oracle

Point of Service 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, (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, and (iii) for Payment Entry Devices (PED), regardless of severity level, is limited to Advanced Parts Exchange with Next Business Day shipment of the replacement part. Except as provided in the preceding sentence, the response time targets for Oracle Advanced Parts Exchange for Point of Service Hardware, 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

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	SNOHOMISH COUNTY	**Contact**	Joanie Fadden
Address	3000 Rockefeller Ave	**Phone Number**	+1 (425) 754-4623
	Everett WA	**Email Address**	j.fadden@snoco.org
	98201		

New Subscription

Services Period: 60 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	4300	60 mo	0.83	212,850.00
B87388 - Oracle Fusion Human Resource Help Desk Cloud Service - Hosted Employee	NORTH AMERICA	4300	60 mo	0.22	56,760.00
B87675 - Oracle Fusion Recruiting Cloud Service - Hosted Employee	NORTH AMERICA	4300	60 mo	0.44	113,520.00
B95763 - Oracle Fusion Recruiting Booster Cloud Service - Hosted Employee	NORTH AMERICA	4300	60 mo	0.17	42,570.00
B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service - Hosted Employee	NORTH AMERICA	4300	60 mo	0.11	28,380.00
B95499 - Oracle Fusion HCM Communicate Cloud Service - Hosted Employee	NORTH AMERICA	4300	60 mo	0.11	28,380.00
B94925 - Oracle Fusion Talent Management Cloud Service - Hosted Named User	NORTH AMERICA	4300	60 mo	0.39	99,330.00
B95573 - Oracle Fusion Touchpoints Cloud Service - Hosted Named User	NORTH AMERICA	4300	60 mo	0.11	28,380.00
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	4300	60 mo	0.17	42,570.00
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	NORTH AMERICA	4300	60 mo	0.28	70,950.00
B95657 - Oracle Fusion Learning Connect Cloud Service - Hosted Named User	NORTH AMERICA	4300	60 mo	0.11	28,380.00
B87365 - Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud - Each	NORTH AMERICA	1	60 mo	458.33	27,500.00
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	NORTH AMERICA	150	60 mo	75.00	675,000.00
B91077 - Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Environment	NORTH AMERICA	1	60 mo	0.00	0.00

Services Period: 60 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B91920 - Oracle Enterprise Data Management (EDM) Cloud Service - Hosted 1,000 Records	NORTH AMERICA	35	60 mo	225.00	472,500.00
B92354 - Fusion HCM Analytics - Hosted Employee Per Month	Customer Selected	4300	60 mo	0.28	70,950.00
B93515 - Additional Test Environment for Oracle Fusion Analytics Warehouse - Each	Customer Selected	1	60 mo	343.75	20,625.00
B91084 - Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Employee	NORTH AMERICA	4300	60 mo	1.93	496,650.00
B91086 - Oracle Fusion Procurement Cloud Service - Hosted Employee	NORTH AMERICA	4300	60 mo	1.93	496,650.00
B91064 - Oracle Fusion Supply Chain Execution Cloud Service - Hosted Employee	NORTH AMERICA	4300	60 mo	1.38	354,750.00
B86841 - Oracle Fusion Document Recognition Cloud Service - Hosted Employee	NORTH AMERICA	4300	60 mo	0.11	28,380.00
B93514 - Oracle Fusion ERP Analytics - Hosted Employee	Customer Selected	4300	60 mo	0.83	212,850.00
B109620 - Oracle Fusion Workforce Compensation Cloud Service - Hosted Compensated Individual	NORTH AMERICA	4300	60 mo	0.22	56,760.00
B110322 - Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual	NORTH AMERICA	4300	60 mo	0.39	99,330.00
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	60 mo	343.75	20,625.00
			Subtotal		3,784,640.00

Pay As You Go (PAYG)					
Cloud Services	**Data Center Region**	**Credit Period**	**Credit Quantity**	**Term**	**Total Credit Value**
B88206 - Oracle PaaS and IaaS Universal Credits	Customer Selected	PAYG	0		0.00
				Subtotal	0.00

Fee Description	Net Fee
Cloud Services Fees	3,784,640.00
Net Fees	3,784,640.00
Total Fees	3,784,640.00

Rate Card Pricing for IaaS/PaaS Public Cloud Services

B88206 - Oracle PaaS and IaaS Universal Credits

Cloud Service Category Discounts

Cloud Service Category	Discount %
Management Cloud Service	0
Big Data Cloud Service	0
Application Development Cloud Service	0
Content Management Cloud Service	0
RED	0
Analytics Cloud Service	0
Storage Cloud Service	0
Security and Identity Management Cloud Service	0
Enterprise Integration Cloud Service	0
Data Integration Cloud Service	0
Network Cloud Service	0
Compute Cloud Service	0
Data Management Cloud Service	0
Oracle GPU Cloud Services	0
Not Discount Eligible	0

Usage Item Description	Metric
Management Cloud Service	
B108773 - Oracle Cloud Infrastructure-SQL Performance Watch External DB	Host CPU Core Per Month
B109358 - Oracle Cloud Infrastructure-MySQL Database-Oracle Ops Insights for MySQL HeatWave	OCPU Per Hour
B109359 - Oracle Cloud Infrastructure-MySQL Database-Oracle Ops Insights for MySQL HeatWave	ECPU Per Hour
B110475 - Oracle-Cloud Infrastructure-Fleet Application Management Service	1 Managed Resource Per Month 0 - 25 1 Managed Resource Per Month 25 - 999999999999999
B92809 - Oracle Cloud Infrastructure Logging Analytics-Archival Storage	Logging Analytics Storage Unit Per Hour
B92888 - Oracle Cloud Infrastructure Ops Insights for Oracle Autonomous Databases-Basic	OCPU Per Hour
B92889 - Oracle Cloud Infrastructure Ops Insights for Oracle Cloud Databases	OCPU Per Hour
B92890 - Oracle Cloud Infrastructure Ops Insights for External Oracle Databases and Host	Host CPU Core Per Hour
B92940 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Tracing Data-Free	1,000 Events Per Hour
B92941 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Tracing Data	100,000 Events Per Hour
B92942 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Synthetic Usage	10 Monitor Runs Per Hour
B93082 - Oracle Cloud Infrastructure-Database Management-External DB BYOL	Host CPU Core Per Hour
B93083 - Oracle Cloud Infrastructure-Database Management-External DB	Host CPU Core Per Hour
B93426 - Oracle Cloud Infrastructure-Database Management-Cloud Databases	OCPU Per Hour
B93705 - Oracle Cloud Infrastructure Ops Insights for Warehouse-Extract	

Usage Item Description	Metric
	Gigabyte Per Month
B93706 - Oracle Cloud Infrastructure Ops Insights for Warehouse-Instance	
	OCPU Per Hour
B95634 - Oracle Cloud Infrastructure Logging Analytics-Active Storage	
	Logging Analytics Storage Unit Per Month 0 - 35
	Logging Analytics Storage Unit Per Month 35 - 103
	Logging Analytics Storage Unit Per Month 103 - 999999999999999
B96199 - Oracle Cloud Infrastructure Ops Insights for Oracle Autonomous Databases-Basic	
	ECPU Per Hour
B96200 - Oracle Cloud Infrastructure Database Management for Oracle Cloud Databases	
	ECPU Per Hour
B96629 - Oracle Cloud Infrastructure-Application Performance Monitoring Service-Synthetic Usage-Free	
	10 Monitor Runs Per Hour
B97140 - Oracle Cloud Infrastructure Ops Insights for Oracle Cloud Databases	
	ECPU Per Hour
B99259 - Oracle Cloud Infrastructure-Application Performance Monitoring Service-Stack Monitoring-Enterprise Edition	
	10 Monitored Resources Per Hour
Big Data Cloud Service	
B108080 - Oracle Cloud Infrastructure Generative AI-Large Meta	
	10,000 Transactions
B108085 - Oracle Cloud Infrastructure Generative AI-Large Meta-Dedicated	
	AI Unit Per Hour
B108711 - Oracle Cloud Infrastructure-Language-Dedicated Inferencing-Healthcare	
	Inferencing Unit Hour
B110461 - Oracle Cloud Infrastructure Generative AI Agents-Retrieval-Augmented Generation (RAG)	
	10,000 Transactions
B110462 - Oracle Cloud Infrastructure Generative AI Agents-Knowledge Base Storage	
	Gigabyte Storage Per Hour
B110463 - Oracle Cloud Infrastructure Generative AI Agents-Data Ingestion	
	10,000 Transactions
B110517 - Oracle Cloud Infrastructure Generative AI-Meta Llama 3.1 405B	
	10,000 transactions
B110617 - Oracle Cloud Infrastructure-Vision-Stored Video Analysis	
	Processed Video Minute 0 - 1000
	Processed Video Minute 1000 - 999999999999999
B110679 - Oracle Cloud Infrastructure Generative AI-Meta Llama 3.2 90B Vision	
	10,000 Transactions
B93423 - Oracle Cloud AI Services-Language-Pre-trained Inferencing	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
B93555 - Oracle Big Data Service	
	OCPU Per Hour
B94282 - Oracle Cloud Infrastructure-Data Labeling	
	Annotated Data Record 0 - 1000
	Annotated Data Record 1000 - 999999999999999
B94896 - Oracle Cloud Infrastructure-Speech	
	Transcription Hour 0 - 5
	Transcription Hour 5 - 999999999999999
B94973 - Oracle Cloud Infrastructure-Vision-Image Analysis	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
B94974 - Oracle Cloud Infrastructure-Vision-OCR	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
B94977 - Oracle Cloud Infrastructure-Vision-Custom Training	
	Training Hour 0 - 15
	Training Hour 15 - 999999999999999

Usage Item Description	Metric
B95917 - Oracle Cloud Infrastructure-Language-Custom Inferencing	
	1000 Transactions
B95918 - Oracle Cloud Infrastructure-Language-Custom Inferencing-Dedicated	
	Inferencing Unit Hour 0 - 15
	Inferencing Unit Hour 15 - 999999999999999
B95919 - Oracle Cloud Infrastructure-Language-Custom Training	
	Training Hour 0 - 15
	Training Hour 15 - 999999999999999
B95920 - Oracle Cloud Infrastructure-Language-Text Translation	
	1000 Transactions 0 - 1
	1000 Transactions 1 - 999999999999999
B96110 - Oracle Cloud Infrastructure-Document Understanding-OCR	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
B96111 - Oracle Cloud Infrastructure-Document Understanding-Document Properties	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
B96112 - Oracle Cloud Infrastructure-Document Understanding-Document Extraction	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
B96113 - Oracle Cloud Infrastructure-Document Understanding-Custom Training	
	Training Hour 0 - 15
	Training Hour 15 - 999999999999999
B97193 - Oracle Cloud Infrastructure-Document Understanding-Custom Document Properties	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
B97194 - Oracle Cloud Infrastructure-Document Understanding-Custom Document Extraction	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
Application Development Cloud Service	
B108130 - Oracle Backend for Spring Boot and Microservices-Standard Edition-Marketplace	
	Each
B109545 - Oracle Blockchain Platform Enterprise Edition for Oracle Cloud Infrastructure	
	OCPU Per Hour
B109565 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Digital Assets	
	OCPU Per Hour
B88287 - Oracle Java Cloud Service-Enterprise	
	OCPU Per Hour
B88288 - Oracle Java Cloud Service-Standard	
	OCPU Per Hour
B88289 - Oracle Java Cloud Service-High Performance	
	OCPU Per Hour
B88399 - Oracle Java Cloud Service-Enterprise-BYOL	
	OCPU Per Hour
B88400 - Oracle Java Cloud Service-High Performance-BYOL	
	OCPU Per Hour
B88844 - Oracle Java Cloud Service-Standard-BYOL	
	OCPU Per Hour
B89646 - Oracle Visual Builder	
	OCPU Per Hour
B90203 - Oracle Visual Builder Studio-Additional Storage	
	Gigabyte Storage Capacity Per Month
B90260 - Oracle Digital Assistant Cloud Service	
	Request
B90304 - Oracle Mobile Hub Cloud Service	
	Request
B91346 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure	
	OCPU Per Hour

Usage Item Description	Metric
B91347 - Oracle WebLogic Suite for Oracle Cloud Infrastructure	OCPU Per Hour
B92302 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Standard	OCPU Per Hour
B92303 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise	OCPU Per Hour
B92304 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Storage	Terabyte Storage Capacity Per Month
B92305 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise-BYOL	OCPU Per Hour
B92913 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes	OCPU Per Hour
B92914 - Oracle WebLogic Server Suite for Oracle Cloud Infrastructure Container Engine for Kubernetes	OCPU Per Hour
B96582 - Oracle Tuxedo for Oracle Cloud Infrastructure	OCPU Per Hour
B96583 - Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure	OCPU Per Hour
B96584 - Oracle Tuxedo Mainframe Modernization Runtimes for Oracle Cloud Infrastructure	OCPU Per Hour
Content Management Cloud Service	
B108776 - WebCenter Imaging For Oracle Cloud Infrastructure	OCPU Per Hour
B108777 - WebCenter Enterprise Capture For Oracle Cloud Infrastructure	OCPU Per Hour
B108778 - WebCenter Enterprise Capture Standard Edition For Oracle Cloud Infrastructure	OCPU Per Hour
B108779 - WebCenter Sites For Oracle Cloud Infrastructure	OCPU Per Hour
B108780 - WebCenter Sites Satellite Server For Oracle Cloud Infrastructure	OCPU Per Hour
B108781 - WebCenter Portal For Oracle Cloud Infrastructure	OCPU Per Hour
B108782 - WebCenter Forms Recognition For Oracle Cloud Infrastructure	OCPU Per Hour
B108783 - WebCenter Content For Oracle Cloud Infrastructure	OCPU Per Hour
B108784 - WebCenter Universal Content Management For Oracle Cloud Infrastructure	OCPU Per Hour
B95279 - Media Services-Media Flow-Standard-H264-SD-Below 30fps	Minute of Output Media Content
B95280 - Media Services-Media Flow-Standard-H264-SD-Above 30fps and Below 60fps	Minute of Output Media Content
B95281 - Media Services-Media Flow-Standard-H264-SD-Above 60fps and Below 120fps	Minute of Output Media Content
B95282 - Media Services-Media Flow-Standard-H264-HD-Below 30fps	Minute of Output Media Content
B95283 - Media Services-Media Flow-Standard-H264-HD-Above 30fps and Below 60fps	Minute of Output Media Content
B95284 - Media Services-Media Flow-Standard-H264-HD-Above 60fps and Below 120fps	Minute of Output Media Content
B95285 - Media Services-Media Flow-Standard-H264-4k-Below 30fps	Minute of Output Media Content
B95286 - Media Services-Media Flow-Standard-H264-4k-Above 30fps and Below 60fps	Minute of Output Media Content
B95287 - Media Services-Media Flow-Standard-H264-4k-Above 60fps and Below 120fps	Minute of Output Media Content
B95288 - Media Services-Media Flow-Standard-VP8-SD-Below 30fps	

Usage Item Description	Metric
	Minute of Output Media Content
B95289 - Media Services-Media Flow-Standard-VP8-SD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95290 - Media Services-Media Flow-Standard-VP8-SD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95291 - Media Services-Media Flow-Standard-VP8-HD-Below 30fps	
	Minute of Output Media Content
B95292 - Media Services-Media Flow-Standard-VP8-HD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95293 - Media Services-Media Flow-Standard-VP8-HD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95294 - Media Services-Media Flow-Standard-VP8-4k-Below 30fps	
	Minute of Output Media Content
B95295 - Media Services-Media Flow-Standard-VP8-4k-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95296 - Media Services-Media Flow-Standard-VP8-4k-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95297 - Media Services-Media Flow-Standard-H265VP9-SD-Below 30fps	
	Minute of Output Media Content
B95298 - Media Services-Media Flow-Standard-H265VP9-SD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95299 - Media Services-Media Flow-Standard-H265VP9-SD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95300 - Media Services-Media Flow-Standard-H265VP9-HD-Below 30fps	
	Minute of Output Media Content
B95301 - Media Services-Media Flow-Standard-H265VP9-HD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95302 - Media Services-Media Flow-Standard-H265VP9-HD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95303 - Media Services-Media Flow-Standard-H265VP9-4k-Below 30fps	
	Minute of Output Media Content
B95304 - Media Services-Media Flow-Standard-H265VP9-4k-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95305 - Media Services-Media Flow-Standard-H265VP9-4k-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95306 - Media Services-Media Flow-Speed-H264-SD-Below 30fps	
	Minute of Output Media Content
B95307 - Media Services-Media Flow-Speed-H264-SD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95308 - Media Services-Media Flow-Speed-H264-SD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95309 - Media Services-Media Flow-Speed-H264-HD-Below 30fps	
	Minute of Output Media Content
B95310 - Media Services-Media Flow-Speed-H264-HD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95311 - Media Services-Media Flow-Speed-H264-HD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95312 - Media Services-Media Flow-Speed-H264-4k-Below 30fps	
	Minute of Output Media Content
B95313 - Media Services-Media Flow-Speed-H264-4k-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95314 - Media Services-Media Flow-Speed-H264-4k-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95315 - Media Services-Media Flow-Speed-VP8-SD-Below 30fps	
	Minute of Output Media Content
B95316 - Media Services-Media Flow-Speed-VP8-SD-Above 30fps and Below 60fps	

Usage Item Description	Metric
	Minute of Output Media Content
B95317 - Media Services-Media Flow-Speed-VP8-SD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95318 - Media Services-Media Flow-Speed-VP8-HD-Below 30fps	
	Minute of Output Media Content
B95319 - Media Services-Media Flow-Speed-VP8-HD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95320 - Media Services-Media Flow-Speed-VP8-HD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95321 - Media Services-Media Flow-Speed-VP8-4k-Below 30fps	
	Minute of Output Media Content
B95322 - Media Services-Media Flow-Speed-VP8-4k-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95323 - Media Services-Media Flow-Speed-VP8-4k-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95324 - Media Services-Media Flow-Speed-H265VP9-SD-Below 30fps	
	Minute of Output Media Content
B95325 - Media Services-Media Flow-Speed-H265VP9-SD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95326 - Media Services-Media Flow-Speed-H265VP9-SD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95327 - Media Services-Media Flow-Speed-H265VP9-HD-Below 30fps	
	Minute of Output Media Content
B95328 - Media Services-Media Flow-Speed-H265VP9-HD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95329 - Media Services-Media Flow-Speed-H265VP9-HD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95330 - Media Services-Media Flow-Speed-H265VP9-4k-Below 30fps	
	Minute of Output Media Content
B95331 - Media Services-Media Flow-Speed-H265VP9-4k-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95332 - Media Services-Media Flow-Speed-H265VP9-4k-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95333 - Media Services-Media Flow-Quality-H264-SD-Below 30fps	
	Minute of Output Media Content
B95334 - Media Services-Media Flow-Quality-H264-SD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95335 - Media Services-Media Flow-Quality-H264-SD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95336 - Media Services-Media Flow-Quality-H264-HD-Below 30fps	
	Minute of Output Media Content
B95337 - Media Services-Media Flow-Quality-H264-HD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95338 - Media Services-Media Flow-Quality-H264-HD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95339 - Media Services-Media Flow-Quality-H264-4k-Below 30fps	
	Minute of Output Media Content
B95340 - Media Services-Media Flow-Quality-H264-4k-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95341 - Media Services-Media Flow-Quality-H264-4k-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95342 - Media Services-Media Flow-Quality-VP8-SD-Below 30fps	
	Minute of Output Media Content
B95343 - Media Services-Media Flow-Quality-VP8-SD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95344 - Media Services-Media Flow-Quality-VP8-SD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95345 - Media Services-Media Flow-Quality-VP8-HD-Below 30fps	
	Minute of Output Media Content
B95346 - Media Services-Media Flow-Quality-VP8-HD-Above 30fps and Below 60fps	

Usage Item Description	Metric
	Minute of Output Media Content
B95347 - Media Services-Media Flow-Quality-VP8-HD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95348 - Media Services-Media Flow-Quality-VP8-4k-Below 30fps	
	Minute of Output Media Content
B95349 - Media Services-Media Flow-Quality-VP8-4k-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95350 - Media Services-Media Flow-Quality-VP8-4k-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95351 - Media Services-Media Flow-Quality-H265VP9-SD-Below 30fps	
	Minute of Output Media Content
B95352 - Media Services-Media Flow-Quality-H265VP9-SD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95353 - Media Services-Media Flow-Quality-H265VP9-SD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95354 - Media Services-Media Flow-Quality-H265VP9-HD-Below 30fps	
	Minute of Output Media Content
B95355 - Media Services-Media Flow-Quality-H265VP9-HD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95356 - Media Services-Media Flow-Quality-H265VP9-HD-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95357 - Media Services-Media Flow-Quality-H265VP9-4k-Below 30fps	
	Minute of Output Media Content
B95358 - Media Services-Media Flow-Quality-H265VP9-4k-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95359 - Media Services-Media Flow-Quality-H265VP9-4k-Above 60fps and Below 120fps	
	Minute of Output Media Content
B95375 - Media Services-Media Streams	
	GB of Packaged Content
RED	
B109492 - Roving Edge Device-RED.2 Compute	
	Resource Possession Per Day
B109493 - Roving Edge Device-RED.2 GPU	
	Resource Possession Per Day
B109494 - Roving Edge Device-RED.2.STG Storage	
	Resource Possession Per Day
B109496 - Roving Edge Device-RED.2 Ruggedized Case	
	Resource Possession Per Day
Analytics Cloud Service	
B89630 - Oracle Analytics Cloud-Professional	
	OCPU Per Hour
B89631 - Oracle Analytics Cloud-Enterprise	
	OCPU Per Hour
B89636 - Oracle Analytics Cloud-Professional-BYOL	
	OCPU Per Hour
B89637 - Oracle Analytics Cloud-Enterprise-BYOL	
	OCPU Per Hour
B92335 - Essbase for Oracle Cloud Infrastructure	
	OCPU Per Hour
B92682 - Oracle Analytics-Professional	
	User Per Month
B92683 - Oracle Analytics-Enterprise	
	User Per Month
B94568 - Oracle Analytics Server for Oracle Cloud Infrastructure	
	OCPU Per Hour
Storage Cloud Service	
B109546 - Oracle Cloud Infrastructure File Storage Service-High Performance Mount Target	
	Performance Units Per Gigabyte Per Month

Usage Item Description	Metric
B89057 - Oracle Cloud Infrastructure-File Storage	
	Gigabyte Storage Capacity per Month
B90938 - Oracle Cloud Infrastructure-Streaming-PUT or GET	
	Gigabytes of Data Transferred
B90939 - Oracle Cloud Infrastructure-Streaming-Storage	
	Gigabyte Per Hour
B91445 - Oracle Cloud Infrastructure-Block Volume-Free	
	Gigabyte Storage Capacity per Month
B91627 - Oracle Cloud Infrastructure-Object Storage-Requests	
	10,000 Requests per Month 0 - 5
	10,000 Requests per Month 5 - 999999999
B91628 - Oracle Cloud Infrastructure-Object Storage-Storage	
	Gigabyte Storage Capacity per Month 0 - 10
	Gigabyte Storage Capacity per Month 10 - 999999999
B91633 - Oracle Cloud Infrastructure-Archive Storage-Free	
	Gigabyte Storage Capacity per Month 0 - 10
	Gigabyte Storage Capacity per Month 10 - 999999999
B91961 - Oracle Cloud Infrastructure-Block Volume Storage	
	Gigabyte Storage Capacity Per Month
B91962 - Oracle Cloud Infrastructure-Block Volume Performance	
	Performance Units Per Gigabyte Per Month
B93000 - Oracle Cloud Infrastructure-Infrequent Access Storage-Storage	
	Gigabyte Storage Capacity Per Month 0 - 10
	Gigabyte Storage Capacity Per Month 10 - 999999999999999
B93001 - Oracle Cloud Infrastructure-Data Retrieval-Storage	
	Gigabyte Storage Retrieved Per Month 0 - 10
	Gigabyte Storage Retrieved Per Month 10 - 999999999999999
B95410 - Oracle ZFS Storage-High Availability	
	Instance Per Hour
Security and Identity Management Cloud Service	
B108188 - Oracle Cloud Infrastructure Cloud Guard Workload Protection Standard	
	Node Per Hour
B108189 - Oracle Cloud Infrastructure Cloud Guard Workload Protection Limited	
	Node Per Hour
B108190 - Oracle Cloud Guard Instance Security Adhoc Queries Enterprise	
	Request 0 - 950000
	Request 950000 - 999999999999999
B90328 - Oracle Cloud Infrastructure-Key Management-Private Vault	
	Virtual Private Vault Per Hour
B90555 - Oracle Identity Cloud Service-Enterprise User	
	User Per Month
B90556 - Oracle Identity Cloud Service-Consumer User	
	User Per Month
B90557 - Oracle Identity Cloud Service-Enterprise User-BYOL	
	User Per Month
B90558 - Oracle Identity Cloud Service-Consumer User-BYOL	
	User Per Month
B90936 - Oracle Identity Foundation Cloud Service	
	Each
B92092 - Oracle Cloud Infrastructure-KMS Vault-Key Versions	
	Key Version per Month 0 - 20
	Key Version per Month 20 - 999999999
B93493 - Oracle Cloud Infrastructure Identity and Access Management-External User	
	User Per Month
B93494 - Oracle Cloud Infrastructure Identity and Access Management-Oracle Apps Premium	
	User Per Month
B93495 - Oracle Cloud Infrastructure Identity and Access Management-Premium	
	User Per Month

Usage Item Description	Metric
B93496 - Oracle Cloud Infrastructure Identity and Access Management-SMS	1 SMS Message Sent 0 - 1000 1 SMS Message Sent 1000 - 999999999999999
B93497 - Oracle Cloud Infrastructure Identity and Access Management-Token	Token 0 - 10000 Token 10000 - 999999999999999
B93498 - Oracle Cloud Infrastructure Identity and Access Management-Replication	User Per Month
B94173 - Oracle Threat Intelligence Service	API Calls
B94277 - Oracle Cloud Infrastructure-Web Application Firewall-Requests	1,000,000 Incoming Requests Per Month 0 - 10 1,000,000 Incoming Requests Per Month 10 - 999999999999999
B94579 - Oracle Cloud Infrastructure-Web Application Firewall-Instance	Instance Per Month 0 - 1 Instance Per Month 1 - 999999999999999
B97172 - Oracle Access Governance for Oracle Cloud Infrastructure-Workforce User	Workforce User Per Month 0 - 100000 Workforce User Per Month 100000 - 999999999999999
B97173 - Oracle Access Governance for Oracle Workloads-Workforce User	Workforce User Per Month 0 - 10000 Workforce User Per Month 10000 - 30000 Workforce User Per Month 30000 - 999999999999999
B97179 - Oracle Access Governance Premium-Consumer User	Consumer User Per Month
B97180 - Oracle Access Governance for Oracle Workloads-Consumer User	Consumer User Per Month
B97181 - Oracle Access Governance Premium-Workforce User	Workforce User Per Month 0 - 10000 Workforce User Per Month 10000 - 30000 Workforce User Per Month 30000 - 999999999999999
B98100 - Oracle Cloud Infrastructure-External Key Management	Key Version Per Month
B99597 - Oracle Cloud Infrastructure-Dedicated Key Management-(Minimum 3 HSM Partitions)	HSM Partition Per Hour
Enterprise Integration Cloud Service	
B109559 - Oracle Integration Cloud Service-Healthcare	5,000 Messages Per Hour
B89639 - Oracle Integration Cloud Service-Standard	5K Messages Per Hour
B89640 - Oracle Integration Cloud Service-Enterprise	5K Messages Per Hour
B89643 - Oracle Integration Cloud Service-Standard-BYOL	20K Messages Per Hour
B89644 - Oracle Integration Cloud Service-Enterprise-BYOL	20K Messages Per Hour
B92450 - Oracle SOA Suite for Oracle Cloud Infrastructure	OCPU Per Hour
B92451 - Oracle SOA Suite for Oracle Cloud Infrastructure-with B2B Adapter for EDI	OCPU Per Hour
B95504 - Oracle Cloud Infrastructure Process Automation-User	Active Process User Per Hour
B95505 - Oracle Cloud Infrastructure Process Automation-Execution Pack	Execution Pack Per Month 0 - 1 Execution Pack Per Month 1 - 999999999999999
Data Integration Cloud Service	
B110500 - Oracle Cloud Infrastructure Streaming With Apache Kafka	OCPU Per Hour
B88299 - Oracle Data Integrator Cloud Service	

Usage Item Description	Metric
	OCPU Per Hour
B88406 - Oracle Data Integrator Cloud Service-BYOL	
	OCPU Per Hour
B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace	
	Workspace Usage per Hour
B92599 - Oracle Cloud Infrastructure-Data Integration	
	Gigabyte of Data Processed per Hour
B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure	
	OCPU Per Hour
B92992 - Oracle Cloud Infrastructure-GoldenGate	
	OCPU Per Hour
B92993 - Oracle Cloud Infrastructure-GoldenGate-BYOL	
	OCPU Per Hour
B93306 - Oracle Cloud Infrastructure-Data Integration-Pipeline Operator Execution	
	Execution Hour 0 - 30
	Execution Hour 30 - 999999999999999
Network Cloud Service	
B107975 - Oracle Cloud Infrastructure-FastConnect 400 Gbps	
	Port Hour
B88325 - Oracle Cloud Infrastructure-FastConnect 1 Gbps	
	Port Hour
B88326 - Oracle Cloud Infrastructure-FastConnect 10 Gbps	
	Port Hour
B88327 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in North America, Europe, and UK	
	Gigabyte Outbound Data Transfer Per Month 0 - 10240
	Gigabyte Outbound Data Transfer Per Month 10240 - 999999999999999
B88523 - Oracle Cloud Infrastructure-Email Delivery	
	1,000 Emails Sent 0 - 3
	1,000 Emails Sent 3 - 999999999999999
B88525 - Oracle Cloud Infrastructure-DNS	
	1,000,000 Queries
B90323 - Oracle Cloud Infrastructure-Health Checks-Basic	
	Endpoints Per Month
B90325 - Oracle Cloud Infrastructure-Health Checks-Premium	
	Endpoints Per Month
B90327 - Oracle Cloud Infrastructure-DNS Traffic Management	
	1,000,000 DNS Traffic Management Queries
B90925 - Oracle Cloud Infrastructure-Monitoring-Ingestion	
	Million Datapoints 0 - 500
	Million Datapoints 500 - 999999999
B90926 - Oracle Cloud Infrastructure-Monitoring-Retrieval	
	Million Datapoints 0 - 1000
	Million Datapoints 1000 - 999999999
B90940 - Oracle Cloud Infrastructure-Notifications-HTTPS Delivery	
	Million Delivery Operations 0 - 1
	Million Delivery Operations 1 - 999999999
B90941 - Oracle Cloud Infrastructure-Notifications-Email Delivery	
	1,000 Emails Sent 0 - 1
	1,000 Emails Sent 1 - 999999999
B92593 - Oracle Cloud Infrastructure-Logging-Storage	
	Gigabyte Log Storage Per Month 0 - 10
	Gigabyte Log Storage Per Month 10 - 999999999
B93004 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 1	
	1 SMS Message Sent 0 - 100
	1 SMS Message Sent 100 - 999999999999999
B93005 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 2	
	1 SMS Message Sent 0 - 100
	1 SMS Message Sent 100 - 999999999999999
B93006 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 3	

Usage Item Description	Metric
B93007 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 4	1 SMS Message Sent 0 - 100 1 SMS Message Sent 100 - 999999999999999
B93008 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 5	1 SMS Message Sent 0 - 100 1 SMS Message Sent 100 - 999999999999999
B93030 - Oracle Cloud Infrastructure-Load Balancer Base	1 SMS Message Sent 0 - 100 1 SMS Message Sent 100 - 999999999999999
B93031 - Oracle Cloud Infrastructure-Load Balancer Bandwidth	Load Balancer Hour 0 - 744 Load Balancer Hour 744 - 999999999
B93126 - Oracle Cloud Infrastructure-FastConnect 100Gbps	Mbps Per Hour 0 - 7440 Mbps Per Hour 7440 - 999999999
B93455 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in APAC, Japan, and South America	Port Hour
B93456 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in Middle East and Africa	Gigabyte Outbound Data Transfer Per Month 0 - 10240 Gigabyte Outbound Data Transfer Per Month 10240 - 999999999999999
B95697 - Oracle Cloud Infrastructure Queue	Gigabyte Outbound Data Transfer Per Month 0 - 10240 Gigabyte Outbound Data Transfer Per Month 10240 - 999999999999999
	1,000,000 Requests 0 - 1 1,000,000 Requests 1 - 999999999999999

Compute Cloud Service	
B109479 - Oracle Cloud Infrastructure-Compute-GPU-L40S	
B109485 - Oracle Cloud Infrastructure-Compute-GPU-MI300X	GPU Per Hour
B109529 - Oracle Cloud Infrastructure-Compute-Standard-A2 OCPU	GPU Per Hour
B109530 - Oracle Cloud Infrastructure-Compute-Standard-A2 Memory	OCPU Per Hour
B110965 - Oracle Compute Cloud@Customer-Compute-GPU.L40S	Gigabyte Per Hour
B88315 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X5	GPU Per Hour
B88317 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-X5	OCPU Per Hour
B88513 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X7	OCPU Per Hour
B88514 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-X7	OCPU Per Hour
B88515 - Oracle Cloud Infrastructure-Compute-Bare Metal Dense I/O-X7	OCPU Per Hour
B88516 - Oracle Cloud Infrastructure-Compute-Virtual Machine Dense I/O-X7	OCPU Per Hour
B88517 - Oracle Cloud Infrastructure-Compute-Bare Metal GPU Standard-X7	OCPU Per Hour
B88518 - Oracle Cloud Infrastructure-Compute-Virtual Machine GPU Standard-X7	GPU Per Hour
B89734 - Oracle Cloud Infrastructure-Compute-GPU Standard-V2	GPU Per Hour
B90398 - Oracle Cloud Infrastructure-Compute-HPC-X7	GPU Per Hour
B90425 - Oracle Cloud Infrastructure-Compute-Standard-E2	OCPU Per Hour
	OCPU Per Hour

Usage Item Description	Metric
B90617 - Oracle Functions-Execution Time-10,000 Gigabyte Memory	Seconds 0 - 40 Seconds 40 - 999999999
B90618 - Oracle Functions-Invocations	1,000,000 Function Invocations 0 - 2 1,000,000 Function Invocations 2 - 999999999
B91119 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-B1	OCPU Per Hour
B91120 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-B1	OCPU Per Hour
B91372 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Enterprise	OCPU Per Hour
B91373 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Standard	OCPU Per Hour
B91444 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-E2 Micro-Free	OCPU Per Hour
B92072 - Oracle Cloud Infrastructure-API Gateway-1,000,000 API Calls	1,000,000 API Calls Per Month
B92306 - Oracle Cloud Infrastructure-Compute-Standard-E3-OCPU	OCPU Per Hour
B92307 - Oracle Cloud Infrastructure-Compute-Standard-E3-Memory	Gigabyte Per Hour
B92740 - Oracle Cloud Infrastructure-Compute-GPU-E3	GPU Per Hour
B93113 - Oracle Cloud Infrastructure-Compute-Standard-E4	OCPU Per Hour
B93114 - Oracle Cloud Infrastructure-Compute-Standard-E4-Memory	Gigabyte Per Hour
B93121 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4	OCPU Per Hour
B93122 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4	Gigabyte Memory Per Hour
B93123 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4	NVMe Terabyte Per Hour
B93297 - Oracle Cloud Infrastructure-Compute-Standard-A1	OCPU Per Hour 0 - 3000 OCPU Per Hour 3000 - 999999999999999
B93298 - Oracle Cloud Infrastructure-Compute-Standard-A1-Memory	Gigabyte Per Hour 0 - 18000 Gigabyte Per Hour 18000 - 999999999999999
B93311 - Oracle Cloud Infrastructure-Compute-Optimized-X9	OCPU Per Hour
B93312 - Oracle Cloud Infrastructure-Compute-Optimized-X9-Memory	Gigabyte Per Hour
B93544 - Oracle Cloud Infrastructure-Compute-GPU-E4	GPU Per Hour
B93704 - Oracle Cloud Infrastructure-Compute-GPU-T1	GPU Per Hour
B94176 - Oracle Cloud Infrastructure-Compute-Standard-X9	OCPU Per Hour
B94177 - Oracle Cloud Infrastructure-Compute-Standard-X9-Memory	Gigabyte Per Hour
B95518 - Oracle Cloud Infrastructure-Secure Desktop	Desktop Per Month
B95907 - Oracle Cloud Infrastructure-Compute-GPU-A100-v2	GPU Per Hour
B95909 - Oracle Cloud Infrastructure-Compute-GPU-A10	GPU Per Hour
B96109 - Oracle Cloud Infrastructure Kubernetes Engine-Virtual Node	Virtual Node Per Hour
B96479 - Oracle Compute Cloud@Customer-Compute-Standard-E5	

Usage Item Description	Metric
	OCPU Per Hour
B96480 - Oracle Compute Cloud@Customer-Compute-Standard-E5-Memory	
	Gibibyte Memory Per Hour
B96481 - Oracle Compute Cloud@Customer-Block Volume Storage-Balanced	
	Gigabyte Storage Capacity Per Month
B96482 - Oracle Compute Cloud@Customer-Block Volume Storage-Performance	
	Gigabyte Storage Capacity Per Month
B96483 - Oracle Compute Cloud@Customer-File Storage	
	Gigabyte Storage Capacity Per Month
B96484 - Oracle Compute Cloud@Customer-Object Storage-Storage	
	Gigabyte Storage Capacity Per Month
B96485 - Oracle Compute Cloud@Customer-Load Balancer	
	Load Balancer Hour
B96531 - Oracle Cloud Infrastructure-Compute-HPC-E5	
	OCPU Per Hour
B96545 - Oracle Cloud Infrastructure Kubernetes Engine-Enhanced Cluster	
	Cluster Per Hour
B97384 - Oracle Cloud Infrastructure-Compute-Standard-E5-OCPU	
	OCPU Per Hour
B97385 - Oracle Cloud Infrastructure-Compute-Standard-E5-Memory	
	Gigabytes Per Hour
B98202 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 OCPU	
	OCPU Per Hour
B98203 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 Memory	
	Gigabyte Per Hour
B98204 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 NVMe	
	NVMe Terabyte Per Hour
B98415 - Oracle Cloud Infrastructure-Compute-GPU-H100	
	GPU Per Hour
Data Management Cloud Service	
B107951 - Oracle Exadata Exascale VM Filesystem Storage	
	Gigabyte (GB) Storage Capacity Per Month
B107952 - Oracle Exadata Exascale Smart Database Storage	
	Gigabyte (GB) Storage Capacity Per Month
B108030 - MySQL Database-ECPU	
	ECPU Per Hour
B109166 - MySQL HeatWave-AWS-Storage	
	Gigabyte Storage Capacity Per Month
B109169 - MySQL Database-Outbound Data Transfer-Inter OCI Region	
	Gigabyte Outbound Data Transfer Per Month
B109187 - MySQL Database-AWS-Ingress private endpoint	
	Endpoint Per Hour
B109188 - MySQL Database-AWS-Egress private endpoint	
	Endpoint Per Hour
B109355 - Oracle Exadata Exascale RDMA Compute Infrastructure	
	ECPU Per Hour
B109356 - Oracle Exadata Exascale Database ECPU	
	ECPU Per Hour
B109357 - Oracle Exadata Exascale Database ECPU-BYOL	
	ECPU Per Hour
B109375 - Oracle Exadata Exascale Additional Flash Cache	
	Gigabyte (GB) Per Hour
B109380 - MySQL Database-ECPU-Free	
	ECPU Per Hour
B109381 - Oracle Cloud Infrastructure HeatWave-Free	
	HeatWave Capacity Per Hour
B109382 - Oracle Cloud Infrastructure HeatWave-Storage-Free	
	Gigabyte Storage Capacity Per Month
B109383 - MySQL Database-Storage-Free	
	Gigabyte Storage Capacity Per Month
B109384 - MySQL Database-Backup Storage-Free	

Usage Item Description	Metric
	Gigabyte Storage Capacity Per Month
B109458 - MySQL Database-AWS-Private inbound and outbound network traffic	
	Gigabyte (GB) of Data Transferred
B110274 - Oracle Cloud Infrastructure Full Stack Disaster Recovery Service	
	ECPU Per Hour
B110316 - Oracle Autonomous Database-Developer	
	Instance per hour
B110627 - Exadata Cloud Infrastructure-Database Server-X11M	
	Hosted Environment Per Hour
B110629 - Exadata Cloud Infrastructure-Storage Server-X11M	
	Hosted Environment Per Hour
B110631 - Exadata Database ECPU-Dedicated Infrastructure	
	ECPU Per Hour
B110632 - Exadata Database ECPU-Dedicated Infrastructure-BYOL	
	ECPU Per Hour
B110662 - Oracle Exadata Cloud@Customer Database ECPU	
	ECPU Per Hour
B110663 - Oracle Exadata Cloud@Customer Database ECPU-BYOL	
	ECPU Per Hour
B88290 - Oracle Database Cloud Service-Enterprise Edition-General Purpose	
	OCPU Per Hour
B88291 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance-General Purpose	
	OCPU Per Hour
B88292 - Oracle Database Cloud Service-Enterprise Edition High Performance-General Purpose	
	OCPU Per Hour
B88293 - Oracle Database Cloud Service-Standard Edition-General Purpose	
	OCPU Per Hour
B88294 - Oracle Database Backup Service-Outbound Data Transfer	
	Gigabyte Outbound Data Transfer per Month 0 - 1
	Gigabyte Outbound Data Transfer per Month 1 - 10240
	Gigabyte Outbound Data Transfer per Month 10240 - 51200
	Gigabyte Outbound Data Transfer per Month 51200 - 153600
	Gigabyte Outbound Data Transfer per Month 153600 - 512000
	Gigabyte Outbound Data Transfer per Month 512000 - 999999999
B88295 - Oracle Database Backup Service-GET and all other Requests	
	10000 Requests Per Month
B88296 - Oracle Database Backup Service-PUT, COPY, POST or LIST Requests	
	1000 Requests Per Month
B88297 - Oracle Database Backup Service-Storage Capacity	
	Gigabyte Storage Capacity per Month 0 - 1024
	Gigabyte Storage Capacity per Month 1024 - 51200
	Gigabyte Storage Capacity per Month 51200 - 512000
	Gigabyte Storage Capacity per Month 512000 - 1024000
	Gigabyte Storage Capacity per Month 1024000 - 5120000
	Gigabyte Storage Capacity per Month 5120000 - 999999999
B88402 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance RAC-BYOL	
	OCPU Per Hour
B88404 - Oracle Database Cloud Service-All Editions-BYOL	
	OCPU Per Hour
B88592 - Exadata Database OCPU-Dedicated Infrastructure	
	OCPU Per Hour
B88847 - Exadata Database OCPU-Dedicated Infrastructure-BYOL	
	OCPU Per Hour
B89737 - Oracle NoSQL Database Cloud Service-Write	
	Write Unit Per Month
B89738 - Oracle NoSQL Database Cloud Service-Read	

Usage Item Description	Metric
	Read Unit Per Month
B89739 - Oracle NoSQL Database Cloud Service-Storage	
	Gigabyte Storage Capacity Per Month
B89999 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X7	
	Hosted Environment Per Hour
B90000 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X7	
	Hosted Environment Per Hour
B90001 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X7	
	Hosted Environment Per Hour
B90230 - Oracle Database Backup Cloud-Object Storage	
	Gigabyte Storage Capacity Per Month
B90231 - Oracle Database Backup Cloud-Archive Storage	
	Gigabyte Storage Capacity Per Month
B90455 - Oracle Autonomous Transaction Processing-Exadata Storage	
	Terabyte Storage Capacity Per Month
B90569 - Oracle Base Database Service-Standard	
	OCPU Per Hour
B90570 - Oracle Base Database Service-Enterprise	
	OCPU Per Hour
B90571 - Oracle Base Database Service-High Performance	
	OCPU Per Hour
B90572 - Oracle Base Database Service-Extreme Performance	
	OCPU Per Hour
B90573 - Oracle Base Database Service-BYOL	
	OCPU Per Hour
B90777 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Base System	
	Hosted Environment Per Hour
B91121 - Oracle Cloud SQL-Compute Capacity	
	OCPU Per Hour
B91128 - Oracle Big Data Service-Compute-Standard	
	OCPU Per Hour
B91129 - Oracle Big Data Service-Compute-Dense I/O	
	OCPU Per Hour
B91130 - Oracle Big Data Service-Compute-HPC	
	OCPU Per Hour
B91391 - Oracle Autonomous Data Warehouse-Free	
	OCPU Per Hour
B91392 - Oracle Autonomous Data Warehouse-Exadata Storage-Free	
	Terabyte Storage Capacity Per Month
B91393 - Oracle Autonomous Transaction Processing-Free	
	OCPU Per Hour
B91394 - Oracle Autonomous Transaction Processing-Exadata Storage-Free	
	Terabyte Storage Capacity Per Month
B91535 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8	
	Hosted Environment Per Hour
B91536 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X8	
	Hosted Environment Per Hour
B91537 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X8	
	Hosted Environment Per Hour
B91631 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service-Audit Record Collection Over 1 Million Records	
	10,000 Audit Records Per Target Per Month
B91632 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service	
	Each
B92023 - MySQL HeatWave-Standard	
	Node Per Hour
B92024 - MySQL Database for HeatWave-Standard	
	Node Per Hour
B92181 - Oracle Autonomous Transaction Processing-Dedicated	
	OCPU Per Hour
B92182 - Oracle Autonomous Data Warehouse-Dedicated	

Usage Item Description	Metric
	OCPU Per Hour
B92183 - Oracle Autonomous Transaction Processing-Dedicated-BYOL	
	OCPU Per Hour
B92184 - Oracle Autonomous Data Warehouse-Dedicated-BYOL	
	OCPU Per Hour
B92212 - Oracle Autonomous JSON Database	
	OCPU Per Hour
B92380 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8M	
	Hosted Environment Per Hour
B92381 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Database Server-X8M	
	Hosted Environment Per Hour
B92382 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Storage Server-X8M	
	Hosted Environment Per Hour
B92425 - MySQL Database-Standard-E2	
	OCPU Per Hour
B92426 - MySQL Database-Storage	
	Gigabyte Storage Capacity per Month
B92483 - MySQL Database-Backup Storage	
	Gigabyte Storage Capacity per Month
B92627 - Oracle NoSQL Database Cloud-Write-Free	
	Write Unit Per Month
B92628 - Oracle NoSQL Database Cloud-Read-Free	
	Read Unit Per Month
B92629 - Oracle NoSQL Database Cloud-Storage-Free	
	Gigabyte Storage Capacity Per Month
B92733 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	
	Target Database Per Month 0 - 100
	Target Database Per Month 100 - 300
	Target Database Per Month 300 - 500
	Target Database Per Month 500 - 999999999999999
B92734 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	
	10,000 Audit Records Per Target Per Month
B92759 - MySQL Analytics-Bare Metal Standard-E2	
	Node Per Hour
B92807 - MySQL Database-Bare Metal Standard-E2	
	Node Per Hour
B92911 - Oracle APEX Application Development	
	OCPU Per Hour
B92962 - MySQL Database-Standard-E3	
	OCPU Per Hour
B92963 - MySQL Database-Standard-E3-Memory	
	Gigabyte Per Hour
B93199 - Oracle Cloud Infrastructure Database Migration	
	Migration Hour
B93320 - Oracle APEX Application Development-Free	
	OCPU Per Hour
B93380 - Exadata Cloud Infrastructure-Quarter Rack-X9M	
	Hosted Environment Per Hour
B93381 - Exadata Cloud Infrastructure-Database Server-X9M	
	Hosted Environment Per Hour
B93382 - Exadata Cloud Infrastructure-Storage Server-X9M	
	Hosted Environment Per Hour
B93546 - MySQL Database for HeatWave-Bare Metal Standard	
	Node Per Hour
B93709 - Oracle Cloud Infrastructure Search with OpenSearch HA	
	Node Per Hour
B93710 - Oracle NoSQL Database Cloud-Write-Auto	
	Write Unit Per Month

Usage Item Description	Metric
B93711 - Oracle NoSQL Database Cloud-Read-Auto	Read Unit Per Month
B93712 - Oracle NoSQL Database Cloud-Hosted Environment	Hosted Environment Per Month
B95240 - Oracle Database Autonomous Recovery Service	Virtualized GB Per Month
B95241 - Oracle Database Zero Data Loss Autonomous Recovery Service	Virtualized GB Per Month
B95264 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Stack Monitoring	Standard Edition
B95427 - MySQL Database-AWS-Storage	Gigabyte Storage Capacity Per Month
B95428 - MySQL Database-AWS-Backup Storage	Gigabyte Storage Capacity Per Month
B95435 - MySQL Database-Standard-AMD E4-Compute	OCPU Per Hour
B95436 - MySQL Database-Standard-AMD E4-Memory	Gigabyte Per Hour
B95437 - MySQL Database-Standard-Intel X7-Compute	OCPU Per Hour
B95438 - MySQL Database-Standard-Intel X7-Memory	Gigabyte Per Hour
B95439 - MySQL Database-Standard-Intel X9-Compute	OCPU Per Hour
B95440 - MySQL Database-Standard-Intel X9-Memory	Gigabyte Per Hour
B95441 - MySQL Database-Optimized-Intel X9-Compute	OCPU Per Hour
B95442 - MySQL Database-Optimized-Intel X9-Memory	Gigabyte Per Hour
B95485 - Oracle Cloud Infrastructure Full Stack Disaster Recovery Service	OCPU Per Hour
B95701 - Oracle Autonomous Data Warehouse-ECPU	ECPU Per Hour
B95702 - Oracle Autonomous Transaction Processing-ECPU	ECPU Per Hour
B95703 - Oracle Autonomous Data Warehouse-ECPU-BYOL	ECPU Per Hour
B95704 - Oracle Autonomous Transaction Processing-ECPU-BYOL	ECPU Per Hour
B95706 - Oracle Autonomous Database Storage for Transaction Processing	Gigabyte Storage Capacity Per Month
B95708 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-ECPU	ECPU Per Hour
B95709 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-ECPU	ECPU Per Hour
B95710 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-ECPU-BYOL	ECPU Per Hour
B95711 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-ECPU-BYOL	ECPU Per Hour
B95712 - Oracle Autonomous Data Warehouse-Dedicated-ECPU	ECPU Per Hour
B95713 - Oracle Autonomous Transaction Processing-Dedicated-ECPU	ECPU Per Hour
B95714 - Oracle Autonomous Data Warehouse-Dedicated-ECPU-BYOL	ECPU Per Hour
B95715 - Oracle Autonomous Transaction Processing-Dedicated-ECPU-BYOL	ECPU Per Hour
B95754 - Oracle Autonomous Database Storage	

Usage Item Description	Metric
	Gigabyte Storage Capacity Per Month
B96157 - MySQL HeatWave-AWS	
	HeatWave Capacity Per Hour
B96158 - MySQL Database-AWS-ECPU	
	ECPU Per Hour
B96159 - MySQL Database-AWS-Outbound Data Transfer-Inter AWS Region	
	Gigabyte of Data Transferred
B96160 - MySQL Database-AWS-Outbound Data Transfer-To Internet	
	Gigabyte of Data Transferred
B96625 - Oracle Cloud Infrastructure-HeatWave-Storage	
	Gigabyte Storage Capacity Per Month
B96626 - Oracle Cloud Infrastructure-HeatWave	
	HeatWave Capacity Per Hour
B97191 - Oracle NoSQL Database Cloud-Regional Replicated Write	
	Write Unit Per Month
B97197 - Oracle Base Database Service on Arm-Enterprise	
	OCPU Per Hour
B97198 - Oracle Base Database Service on Arm-High Performance	
	OCPU Per Hour
B97199 - Oracle Base Database Service on Arm-Extreme Performance	
	OCPU Per Hour
B97200 - Oracle Base Database Service on Arm-BYOL	
	OCPU Per Hour
B98217 - Oracle Cloud Infrastructure Cache with Redis-Low Memory (up to 10 GB per node)	
	Redis Memory Gigabyte Per Hour
B98277 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-Developer	
	Instance Per Hour
B98278 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-Developer	
	Instance Per Hour
B98279 - Oracle Autonomous Transaction Processing-Dedicated-Developer	
	Instance Per Hour
B98280 - Oracle Autonomous Data Warehouse-Dedicated-Developer	
	Instance Per Hour
B99060 - Oracle Cloud Infrastructure Database with PostgreSQL-X86	
	OCPU Per Hour
B99062 - Oracle Cloud Infrastructure Database Optimized Storage	
	Gigabyte Storage Capacity Per Month
B99591 - Oracle Cloud Infrastructure Cache with Redis-High Memory (over 10 GB per node)	
	Redis Memory Gigabyte Per Hour
B99593 - Oracle Globally Distributed Autonomous Transaction Processing-Dedicated	
	ECPU Per Hour
B99594 - Oracle Globally Distributed Autonomous Transaction Processing-Dedicated-BYOL	
	ECPU Per Hour
B99595 - Oracle Globally Distributed Autonomous Data Warehouse-Dedicated	
	ECPU Per Hour
B99596 - Oracle Globally Distributed Autonomous Data Warehouse-Dedicated-BYOL	
	ECPU Per Hour
B99708 - Oracle Autonomous JSON Database-ECPU	
	ECPU Per Hour
B99709 - Oracle APEX Application Development-ECPU	
	ECPU Per Hour
Oracle GPU Cloud Services	
B110519 - Oracle Cloud Infrastructure-Compute-GPU-H200	
	GPU Per Hour
Not Discount Eligible	
B108077 - Oracle Cloud Infrastructure Generative AI-Large Cohere	
	10,000 Transactions
B108078 - Oracle Cloud Infrastructure Generative AI-Small Cohere	

Usage Item Description	Metric
	10,000 Transactions
B108079 - Oracle Cloud Infrastructure Generative AI-Embed Cohere	
	10,000 Transactions
B108082 - Oracle Cloud Infrastructure Generative AI-Large Cohere-Dedicated	
	AI Unit Per Hour
B108083 - Oracle Cloud Infrastructure Generative AI-Small Cohere-Dedicated	
	AI Unit Per Hour
B108084 - Oracle Cloud Infrastructure Generative AI-Embed Cohere-Dedicated	
	AI Unit Per Hour
B109495 - Roving Edge Device-RED.2 Non-Return Fee	
	Each
B88318 - Oracle Cloud Infrastructure-Compute-Windows OS	
	OCPU Per Hour
B92686 - Oracle Analytics for Fusion Applications-Free	
	Hosted Named User
B93307 - Autonomous JSON Database-Free	
	OCPU Per Hour
B95403 - Oracle Cloud Infrastructure-Network Firewall Instance	
	Instance Per Hour
B95404 - Oracle Cloud Infrastructure-Network Firewall Data Processing	
	Gigabyte of Data Processed 0 - 10240
	Gigabyte of Data Processed 10240 - 999999999999999

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-FEC-80491795

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 28-FEB-2025

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts. The Service Specifications documents applicable to the Services under your Order are defined in the Agreement.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

8. Pay As You Go

Notwithstanding anything to the contrary, charges for all Pay as You Go usage will be billed monthly in arrears with immediate payment terms. You will receive separate invoices if ordering additional Cloud Services.

B. Additional Order Terms

1. Target Application Average Response Time

This section sets forth a service level agreement for the production instances of the following Cloud Services, to the extent such Cloud Services have been acquired under this order (each a "**Listed Service**"): Oracle Fusion Human Capital Management Base Cloud Service, Oracle Fusion Enterprise Resource Planning Cloud Service, and Oracle Enterprise Performance Management Enterprise Cloud Service.

a. Definitions

The following terms apply to this section (Target Application Average Response Time):

    i. "Applicable Cloud Service Fees" refers to the Cloud Service fees that You pay for each production instance of a Listed Service in this order for the calendar month in which such production instance for a Listed Service's Target Application Average Response Time is missed. Applicable Cloud Services Fees do not include the fees paid for other Cloud Services (including other production instances of such Listed Service).

    ii. "Application Average Response Time" is the average number of seconds for Server Response Times of all HTTP Requests in an individual production instance of a Listed Service in a calendar month.

    iii. "HTTP Request" means an operation, request or function initiated by Your User in a production instance of a Listed Service (excluding requests for reports, analytics, document parsing, data integration and searches). Native lookups and list of value searches incorporated in the application flow are each considered an HTTP Request.

    iv. "Server Response Time" for an HTTP Request is the elapsed time that starts when the request is received by the production web server in the Oracle production data center, and ends when the response has been created to be returned for transmission to Your User. This does not include any time that it takes for the response to traverse through the internet and back to Your Users.

b. Service Level Agreement

Oracle works to meet an Application Average Response Time for a production instance of a Listed Service that does not exceed two (2) seconds (the "Target Application Average Response Time") for ninety (90%) of all HTTP Requests. The Target Application Average Response Time will be measured separately with respect to each individual production instance of each Listed Service.

c. Service Credits

For any calendar month during a Listed Service's Service Period in which the Application Average Response Time for a production instance of such Listed Service exceeds its Target Application Average Response Time, You are eligible to receive service credits equal to one percent (1%) of the relevant month's Applicable Cloud Services Fees for each 1/10th of a second the Application Average Response Time is above the Target Application Average

Response Time (the "Service Credits"). In no event may the total Service Credits granted under this section (Target Application Average Response Time) for a Listed Service's production instance that has missed its Target Application Average Response Time in a calendar month exceed 10% of such instance's Applicable Cloud Services Fees for such month. In order for Oracle to consider a claim for Service Credits, You must submit such claim within sixty (60) calendar days from when the issue occurred that caused the applicable production instance of the Listed Service not to meet its Target Application Average Response Time.

Upon receipt of a claim for Service Credits under this section, Oracle will review all HTTP Requests of the applicable Listed Service. Oracle will work with You in good faith to identify the configurations or modifications to the applicable Listed Service that are causing the HTTP Request delays. If it is determined that the Target Application Average Response Time was missed due to Your configurations or modifications to the applicable Listed Service which resulted in a delay in HTTP Requests, those HTTP Requests will be excluded from the Application Average Response Time calculation for such Cloud Service.

Service Credits will be applied to any outstanding balance owed to Oracle for the Listed Services under this order, and the provision of these Service Credits represents YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, for the missed Target Application Average Response Time.

If, as a result of an incident, You would be entitled to receive both Service Credits under this section (Target Application Average Response Time) for a Listed Service, as well as pursuant to the terms of the Oracle SaaS Public Cloud Services Pillar Document, then You will receive Service Credits only under the Service Level Agreement for such Listed Service which provides for the highest amount of Service Credits to You. You may not recover Service Credits for such Listed Service under multiple service level agreements for the same incident.

2. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

3. Linking Language

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of the Public Sector Agreement for Cloud Services US-CSA-FEC-80491795 between the parties (the "Agreement"). If the parties do not simultaneously execute the Contingent Document(s) with this document, then this document shall be deemed to have no legal effect, even if executed.

4. Business Associate Agreement

You and Oracle have executed the Business Associate Agreement (the "BAA") attached as an exhibit to this order. So long as You maintain a license to Part B87365 - Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud the Oracle Cloud Services under this order will be covered by Oracle's HIPAA assessment and the BAA applies to such Cloud Services. If You terminate Your license to any of the applicable Part(s) listed above but continue Your licenses to the other Cloud Services, then the other Cloud Services will no longer be covered by Oracle's HIPAA assessment for such Cloud Services and the BAA will no longer apply to such Cloud Services.

5. Data Center Region Availability

Platform and Data Center Region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at https://cloud.oracle.com/data-regions.

6. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

7. Customer Selected Data Center Region

A Data Center Region refers to the geographic region in which the applicable Services environment is physically located. The Oracle PaaS and IaaS Universal Credit Cloud Services will be provisioned in the Data Center Region You select in the Oracle Cloud Portal for such Services and will remain in such region until the applicable Service are terminated.

8. Option Periods

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for one (1) additional 60-month renewal period (an "Option Period") for the fees specified in the table above. Professional Services are not included in the Option Years.
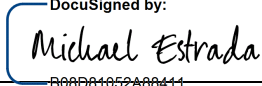
Option Period 1 (commencing the day after the last day of the Services Period specified on this order): $[Total 60-month annualized Cloud Services fees for the Services Period under this order] x 1.10.

You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of your intent to exercise an Option Period and execute an order for the new Option Period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Period pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

9. Metric Descriptions

Information defining Metric descriptions can be found: https://docs.oracle.com/en/cloud/saas/j4s/famet/metric-descriptions-fusion-offerings.pdf and https://www.oracle.com/contracts/docs/oracle-fusion-cloud-service-desc-1843611.pdf

Hosted Employee is a metric that counts every Person, regardless of Person Type, with at least one active work assignment tracked in Your Fusion cloud service during the month reported. This includes Employees, Agents, Contractors, and Consultants. Each person is counted just once. Workers with a single Non Worker person type of "Retiree" or "Not Managed by HR" are not counted.

SNOHOMISH COUNTY		**Oracle America, Inc.**	
Signature		**Signature**	*Michael Estrada* DocuSigned by: B00D01052A00411...
Name		**Name**	Michael Estrada
Title		**Title**	Director - Customer Deal Desk
Signature Date		**Signature Date**	19-Feb-2025 | 4:41 PM PST

BILL TO / SHIP TO INFORMATION

Bill To		**Ship To**	
Customer Name	SNOHOMISH COUNTY	**Customer Name**	SNOHOMISH COUNTY
Customer Address	3000 Rockefeller Ave Everett WA 98201	**Customer Address**	3000 Rockefeller Ave Everett WA 98201
Contact Name	Joanie Fadden	**Contact Name**	Joanie Fadden
Contact Phone	+1 (425) 754-4623	**Contact Phone**	+1 (425) 754-4623
Contact Email	j.fadden@snoco.org	**Contact Email**	j.fadden@snoco.org

ORACLE

ORACLE BUSINESS ASSOCIATE AGREEMENT

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 amends the Ordering Document to which it is attached, and all amendments and addenda thereto (the "Exhibit") between Snohomish County ("You") and of Oracle America, Inc. ("Oracle"). This Business Associate Agreement expressly applies only to Part B87365 - Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud and which is clearly identified as eligible for a Business Associate Agreement in the applicable Services Description, and which is 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.

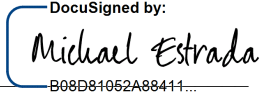E. You agree to follow any ePHI handling procedures that are specified in the Exhibit.

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

The effective date of this Business Associate Agreement is ___19-Feb-2025 | 4:41 PM PST___. {*to be completed by Oracle*}.

Snohomish County	**Oracle America, Inc.**
Authorized Signature: _____	*Authorized Signature:* __*Michael Estrada*__ (DocuSigned by: B08D81052A88411...)
Name: _____	Name: ___Michael Estrada___
Title: _____	Title: ___Director – Customer Deal Desk___
Signature Date: _____	Signature Date: ___19-Feb-2025	4:41 PM PST___