

AMENDMENT NO. 2 TO NASPO MASTER AGREEMENT 23018

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Oracle America, Inc., 2300 Oracle Way, Austin, TX 78741 (“Contractor”).

WHEREAS, the State has an agreement with the Contractor identified as NASPO Master Agreement 23018, February 22, 2024, through June 30, 2026 (“Master Agreement”), to provide Computer Equipment, Peripherals, & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Master Agreement allow the State to amend the Master Agreement as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Master Agreement.

NOW, THEREFORE, it is agreed by the parties to amend the Master Agreement as follows:

1. That Master Agreement is amended as follows:
 - a. That the list of Exhibits contained Paragraph 8, Exhibits is amended to add “Exhibit E: Additional Contractor Terms” at the end of the list so that it is last in the order of precedence.
 - b. That the attached document is attached to Master Agreement 23018 as Exhibit E: Additional Contractor Terms.

This Amendment is effective or upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Master Agreement is canceled, whichever occurs first.

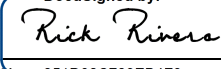
Except as herein amended, the provisions of the Master Agreement between the parties hereto are expressly reaffirmed and remain in full force and effect.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Oracle America, Inc.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
Signature ID: 02C789EB4F9...
Rick Rivera
Printed Name

Title: Customer Deal Desk Specialist II

Date: 10/29/2025

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.
Signed by:

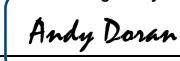
By: 
Signature ID: DE739C8ED492...
Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist Senior

Date: 10/29/2025

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.
DocuSigned by:

By: 
Signature ID: 02A26D7604BA...
Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 10/29/2025

Exhibit E: Additional Contractor Terms

The below additional contractor terms are being provided for informational purposes only. They are intended to be negotiated as part of a Participating Addendum, or by Contractor and a Purchasing Entity as part of an order, and shall apply only as agreed to in writing by the parties. Unless such terms are expressly accepted in writing, terms in this Exhibit E that derogate the application to a Purchasing Entity of a corresponding term in this Master Agreement or applicable Participating Addendum shall be deemed void.

ADDITIONAL CONTRACTOR TERMS

A. Services

In accordance with Section 15 (Services) of Exhibit A to the Master Agreement, Purchasing Entity is expressly authorized to place an order for Services such as:

- (a) Technical Support Services for the Hardware. Terms related to the provision of technical support are set forth in Section 21(e) of Exhibit A to the Master Agreement; and
- (b) Hardware-Related Services (other than Technical Support) which are identified in the Hardware-Related Service Offerings available at www.oracle.com/contracts. Purchasing Entity agrees to provide Contractor with all information, access and full good faith cooperation reasonably necessary to enable Contractor to deliver these Services and Purchasing Entity will perform the actions identified in the order as its responsibility. If while performing these Service Offerings, Contractor requires access to another vendor's products that are part of Purchasing Entity's system, Purchasing Entity will be responsible for acquiring all such products and the appropriate license rights necessary for Contractor to access such products on the Purchasing Entity's behalf. Service Offerings provided may be related to Purchasing Entity's license to use Products owned or distributed by Contractor which Purchasing Entity has acquired under a separate order. The agreement referenced in that order shall govern the use of such Products. Upon payment for Hardware-related Service Offerings, Purchasing Entity will have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for its internal business operations anything developed by Contractor and delivered to Purchasing Entity under an applicable order ("deliverables"); however, certain deliverables may be subject to additional license terms which are provided in the order.

B. Rights and Restrictions

- (a) Purchasing Entity's Hardware order consists of the following items: Operating System, Integrated Software and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Such order may also include Integrated Software Options. Integrated Software Options may not be activated or used until Purchasing Entity enters into a separate order and remits payment for the fees set forth in and in accordance with such order. Purchasing Entity has the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at <http://oracle.com/contracts>. Purchasing Entity is licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of, the Hardware.
- (b) Purchasing Entity has the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of the Master Agreement, this Participating Addendum and the applicable documentation. Purchasing Entity is licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. Purchasing Entity has the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that are purchased under separate order subject to the terms of the Master Agreement and this Participating Addendum, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License

Rules available at www.oracle.com/contracts are incorporated in and made a part of this Participating Addendum. Purchasing Entity is licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand the license right to any Integrated Software Options that is ordered, Purchasing Entity needs to review the Integrated Software Options License Rules. In the event of any conflict between the Master Agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

- (c) The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Purchasing Entity's rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by the Master Agreement including this Participating Addendum. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.
- (d) Purchasing Entity may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification.
- (e) Purchasing Entity shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. Purchasing Entity shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.
- (f) Purchasing Entity acknowledges that to operate certain Hardware, its facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to Purchasing Entity in the applicable Hardware documentation.
- (g) The prohibition on the assignment or transfer of the Operating System or any interest in it under the Agreement shall apply to all Operating Systems licensed under an applicable order, except to the extent that such prohibition is rendered unenforceable under applicable law.
- (h) Contractor may include additional Programs on the Hardware (e.g., Exadata Storage Server software). Purchasing Entity is not authorized to use those Programs unless it has a license specifically granting the right to do so; however, Purchasing Entity may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that it may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. To use any of these Programs after the 30 day trial period, Purchasing Entity must obtain a license for such Programs from Contractor. If Purchasing Entity decides not to obtain a license for any Program after the 30 day trial period, Purchasing Entity will cease using and promptly delete any such Programs from its computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.
- (i) For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that Purchasing Entity receives from Contractor in binary form and (iii) that is licensed under an open source license that gives Purchasing Entity the right to receive the source code for that binary, Purchasing Entity may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to Purchasing Entity with the binary, Purchasing Entity 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.

C. Installation and Delivery

- (a) Purchasing Entity is responsible for installation of the Hardware unless installation services are purchased from Contractor that Hardware.
- (b) Purchasing Entity is responsible for installation of the Integrated Software Options unless the Integrated Software Options have been pre-installed by Contractor on the Hardware purchased or unless Purchasing Entity has purchased installation services from Contractor for the Integrated Software Options.
- (c) Upon entering into an order for the Hardware, Contractor will make available to Purchasing Entity for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Integrated Software Options listed in the order. Through the Internet URL, Purchasing Entity can access and electronically download the latest production release as of the effective date of the applicable order of the Integrated Software Options and related documentation for the Integrated Software Options listed. Provided that Purchasing Entity has continuously maintained technical support for the listed Integrated Software Options, Purchasing Entity may continue to download the Integrated Software Options and related documentation. Please be advised that not all Integrated Software Options are available on all Hardware/Operating System combinations. For the most recent Integrated Software Options availability please check the electronic delivery web site specified above. Purchasing Entity acknowledges that Contractor is under no further delivery obligation with respect to Integrated Software Options under the applicable order, electronic download or otherwise.