Contract # LS5012

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Oracle America, Inc.
Name
2300 Oracle Way
Address
Austin TX 78741
City State Zip

LEGAL STATUS OF CONTRACTOR
☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Paul Traher Phone # 703-635-4688 Email us-contract-admin_mb@oracle.com
Vendor # VC0000147700 Commodity Code # 92005

2. CONTRACT PORTFOLIO NAME: Cloud and Software Solutions

3. PROCUREMENT: This contract is entered into as a result of Solicitation # BP24-1 .

4. CONTRACT PERIOD: Effective Date: 9/16/2026 Termination Date: 9/15/2036 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None .

5. Prompt Payment Discount (if any): None . Discount Guarantee Period (if any): Life of the contract .

6. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one quarter of one percent (.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Products and Services invoiced during the calendar year.

7. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions, including the Exhibits and Attachments referenced therein and attached thereto.
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing Discounts and Schedule
ATTACHMENT D: Contractor's Response to Solicitation (which is attached solely for informational purposes only)
ATTACHMENT E: Oracle Service Specifications and Policies
ATTACHMENT F: Third-party Provider Agreement Template
ATTACHMENT G: Detailed Sales Data Reporting for OracleDatabase@X
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract, to the extent that such laws, regulations or actions by their terms, are expressly applicable to Contractor's provision of services and/or goods under this Contract and impose obligations directly upon Contractor in its role as an information technology services provider with respect to the services and/or goods authorized by this Contract.
   b. Utah State Procurement Code (as applicable to Utah), Utah Procurement Rules (as applicable to Utah), the Solicitation solely for reference purposes, and Contractor's response to the Solicitation solely for informational purposes. Both the Solicitation and Contractor's response to the Solicitation will both be available on the NASPO website for transparency less any information marked as confidential by the Contractor at the time of submission.

9. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly

authorized, and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

CONTRACTOR

DocuSigned by: DF89862647A34A2...	Paul Traher	Director, Customer Deal Desk	8/18/2026
Contractor's Signature	Print Name	Title	Date

STATE

DocuSigned by: C38BE9DAC528424...	8/19/2026
Director, Division of Purchasing	Date

ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

Negotiated 1.1, 1,2, 1.3, 1.4, 1.6, 1.7. 1.8, 1.10, 1.18, 1.19, 1.20, 1.21, 1.22, 1.26, 1.28, 1.29, 1.30, 1.31, 1.33, 1.34, 1.35, 1.36, 1.37, 1.39, 1.40, 1.41, III, IV.1, IV.2, IV.7, IV.8, IV.9, IV.10, V.2.1, V.3.1, V.3.3, V.3.4, V.4.2, V.4.3, V.4.4, V.8, VI.2, VII.1, VII.3, VII.4, VII.5.3, VII.5.4, VII.6.6, VIII, IX, X, XI, XII, XIII.1, XIII.2, XIII.3.1, XIII.4, XIII.5, XIII.6, XIII.7, XIV.1, XIV.2, XIV.3, XIV.4, XIV.5, XIV.6, XIV.7, XIV.8, XIV.9, XIV.10, XIV.11, XIV.12.2, XIV.14, XIV.15, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XIV, and XXV.

Attachment A1 combined sections A, B, and C. All provisions of A1 were negotiated.

I. Definitions

1.1 **Contractor** means Oracle America, Inc., the entity that is a party to this Master Agreement.

1.2 **Confidential Information** has the meaning ascribed to it in Section XIV.2 (Confidentiality, Non-Disclosure, and Injunctive Relief) below.

1.3 **Data or 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 Purchasing Entity or any of Purchasing Entity's Users that is stored in, or run on or through, the Services. Services under this Master 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 Purchasing Entity into the Services by Purchasing Entity's use of the Services or any Oracle-provided tools.

For a more granular and complete definition of "Data" as it pertains to SaaS, PaaS, and IaaS solutions, see Section A.1 at the end of the NASPO ValuePoint Master Agreement Terms and Conditions.

1.4 **Data Breach or 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.

1.5 **Data Categorization** means the systematic process of classifying and organizing Data based on its sensitivity, value, and the level of risk associated with its handling, storage, and transmission. This process involves assessing Data to determine its impact on security, privacy, and compliance requirements. See also "High Risk Data", "Moderate Risk Data" and "Low Risk Data".

1.6 **Fulfillment Partner** is an entity authorized by Contractor to act as an authorized reseller to facilitate the sale, delivery, implementation or performance of Products and Services available under Contractor's Master Agreement. A Fulfillment Partner may quote, invoice, and receive payment for the resale of the Contractor's Products and Services. To add a Fulfillment Partner to a Master Agreement, the Contractor must submit a request to the Lead State for approval providing the Fulfillment Partner's vendor information, W-9, and updated list of Fulfillment Partners containing their contact information, which states/areas they are authorized to act in, and other pertinent information related to the Contractor's Products and Services they are authorized to resell. For more information, see Attachment B, Scope of Work.

1.7 **Integrated Software** means 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 Purchasing Entity does 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 Contractor or a third party.

1.8 **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 Contractor.

1.9 **High Risk Data** is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("High Impact Data"). This refers to the Data for which the loss of confidentiality, integrity, or availability could have a severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals.

1.10 **Hyperscaler** means a third party company that owns and/or operates a globally distributed computing infrastructure to provide on-demand computing, storage, networking and platform services. The following entities are hyperscalers: Amazon Web Services (AWS), Microsoft Azure (Azure) and Google Cloud Platform (GCP).

1.11 **Infrastructure as a Service (IaaS)** Further defined in Section A.1. IaaS as used in this Master Agreement is defined as the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

1.12 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.13 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.14 **Low Risk Data** is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

1.15 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.16 **Moderate Risk Data** is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

1.17 **NASPO ValuePoint** is a division of the National Association of State Procurement

Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.18 **Operating System** refers to the software that manages the Hardware Device.

1.19 **Oracle** means Oracle America, Inc., the Contractor.

1.20 **Oracle Database@X Cloud Services Offering** means an Oracle cloud services offering which allows a Purchasing Entity to provision OracleDatabase Services using its credentials with a selected Hyperscaler (identified as "X" in the definition). For illustrative purposes, as of the effective date of the Master Agreement, the available offerings include OracleDatabase@AWS, OracleDatabase@Azure and OracleDatabase@Google. This offering requires the Purchasing Entity to: (i) have entered into a separate agreement with its selected Hyperscaler to which Contractor is not a party; (ii) accept and purchase a private offer with Oracle or its authorized Fulfillment Partner via the selected Hyperscaler's Marketplace; and (ii) be invoiced by and/or remit payments to Hyperscaler, Fulfillment Partner or Contractor, whichever party is identified in the applicable order with Purchasing Entity.

1.21 **Oracle-provided Software** means any software agent, application or tool that Oracle makes available to the Purchasing Entity specifically for purposes of facilitating the Purchasing Entity's access to, operation of, and/or use with, the Services.

1.22 **Order** or **Ordering Document** means Contractor's or Fulfillment Partner's standard ordering document signed by Purchasing Entity when placing an order for Products or Services pursuant to this Master Agreement.

1.23 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.24 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.25 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.26 **Personal Information** shall have the same meaning as the term "personal data", "personally identifiable information (PII)" or the equivalent term under applicable data privacy and data protection laws or regulations that apply to the processing of personal information.

1.27 **Platform as a Service (PaaS)** Further defined in section A.1. PaaS as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

1.28 **Products and Services** collectively means any hardware devices, equipment, software, documentation, cloud services, professional services or other deliverable supplied or created by the Contractor pursuant to this Master Agreement.

1.29 **Professional Services** means, collectively, the cloud services-related consulting and other professional services which the Purchasing Entity has ordered. Professional Services include any deliverables described in Purchasing Entity's Order and delivered by Oracle to the Purchasing Entity under the Order.

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

1.31 **Protected Health Information** (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

1.32 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.33 **Purchase Order** means any Purchase Order or other document used by Purchasing Entity to commit funds in exchange for Contractor's delivery of one or more Products or Services under this Master Agreement.

1.34 **Services** means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings) listed in Purchasing Entity's Order and defined in the Service Specifications.

1.35 **Services Period** refers to the period of time for which Purchasing Entity has ordered Services as specified in Purchasing Entity's Order.

1.36 **Service Specifications** means the following documents, as applicable to the Services under Purchasing Entity's 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 Purchasing Entity's Order. The following do not apply to any non-Cloud Oracle service offerings acquired under Purchasing Entity's 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. Service Specifications are available at http://oracle.com/contracts. An illustrative listing of Service Specifications in effect as of the Effective Date of this Master Agreement is set forth in Attachment E, Oracle Service Specifications and Policies hereto and such attachment may be updated from time to time by Contractor.

1.37 **Software as a Service (SaaS)** Further defined in Section A.1. SaaS as used in this Master Agreement is defined as the capability provided to the consumer to use the applications made available by the Contractor running on a Contractor's infrastructure (commonly referred to as "cloud infrastructure"). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

1.38 **Solicitation** means the Solicitation resulting in this Master Agreement.

1.39 **Subcontractor** means a third-party service provider (including Oracle affiliates) engaged directly by Contractor to perform material aspects of the Services on Contractor's behalf. Subcontractors do not include suppliers, licensors, manufacturers, distributors, or other vendors that provide goods or services to Contractor that are not directly involved in the performance of the Services**.**

1.40 **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 the Purchasing Entity's 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 the Purchasing Entity's use of the Services or any Oracle-provided tools.

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

II. Term of Master Agreement

II.1 **Initial Term.** The initial term of this Master Agreement is for ten (10) years. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

II.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

II.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

III.1 **Order of Precedence.** The following Order of Precedence will apply to any purchase or Order made under this Master Agreement:

III.1.1 A Participating Entity's Participating Addendum ("PA");

III.1.2 Master Agreement Attachment A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS;
III.1.3 Ordering Document;
III.1.4 Master Agreement Attachment B: Scope of Work;
III.1.5 Master Agreement Attachment C: Pricing Discount and Schedule; and
III.1.6 Master Agreement Attachment E: Oracle Service Specifications and Policies

III.2 The Lead State agrees that this Master Agreement and the information which is incorporated into this Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable Order and Participating Addendum, is the complete agreement for the Services ordered by the Purchasing Entity and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

III.3 It is expressly agreed that the documents in the order of precedence above (unless otherwise provided below) shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. The version of the Data Processing Agreement applicable to the Purchasing Entity's 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 the Purchasing Entity's order. No third party beneficiary relationships are created by this Master Agreement.

III.4 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are those that are set forth in this Master Agreement, referenced (including references via URL) or attached as an Exhibit or Attachment to this Master Agreement (including reference to information contained in a URL or referenced policy).

III.5 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

IV.1 Requirement for a Participating Addendum. Contractor or Fulfillment Partner may not deliver Products or Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

IV.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor or Fulfillment Partner, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

IV.3 Scope of Work Updates. At the discretion of the Lead State, and subject to agreement by the parties, the scope of this Master Agreement may be amended to include or accommodate new or updated models, versions, or technologies related to the objectives and deliverables set forth in the Solicitation.

IV.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

IV.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

IV.6 Participating Entities.

IV.6.1 If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

IV.6.1.1 Political subdivisions, public agencies, and service districts;

IV.6.1.2 Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;

IV.6.1.3 Federally recognized tribes;

IV.6.1.4 Quasi-governmental entities; and

IV.6.1.5 Eligible non-profit organizations.

IV.6.2 Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

IV.7 **Prohibition on Resale.** Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement.

IV.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor or Fulfillment Partner, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor or Fulfillment Partner will apply the charges and invoice each Purchasing Entity individually.

IV.9 **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

IV.10 **No Representations.** The Contractor and Fulfillment Partner shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Contractor may orally refer to this Master Agreement, and the potential work and activities covered by this Master Agreement, and may orally reference the Lead State or a Participating Entity as a customer in sales presentations and activities.

V. NASPO ValuePoint Provisions

V.1 **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

V.2 **Administrative Fees**

V.2.1 **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of Products and Services invoiced by Contractor to the Purchasing Entity or Hyperscaler, as applicable, or Fulfillment Partner under the Master Agreement (less any separately itemized and reimbursable travel, lodging, meal, mileage, or similar out-of-pocket expenses, and less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's Solicitation.

V.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

V.3 NASPO ValuePoint Summary and Detailed Usage Reports

V.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor or Fulfillment Partner has entered into an order with a Purchasing Entity and/or invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). By placing an Order under this Master Agreement, a Purchasing Entity agrees to have their Data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in writing by the Purchasing Entity and agreed to in writing by NASPO. Timely and complete reporting of Sales Data by Contractor is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and with mutual written agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, Data, and information provided under this section.

V.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to

NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

V.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data. For clarity purposes, Contractor shall meet the reporting requirements provided herein by providing the data points in a manner illustrated in Attachment F hereto for OracleDatabase@X Cloud Services transactions.

V.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, and limited to once annually, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, Product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and Product catalog change.

V.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will mutually determine the frequency, format and content of the executive summary.

V.3.6 Obligation to Act in Good Faith. The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.3.6 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

V.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

V.4.1 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

V.4.2 Annual Contract Performance Review. Upon the request of the Lead State, Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

V.4.3 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

V.4.4 Discount Guarantee Period. All discounts must be guaranteed for the initial term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the benefit of price or rate reduction of the Products or Services provided under only net new Orders under this Master Agreement in the event that Contractor's commercial list price for the Products decreases. A price or rate reduction reflected in Contractor's commercial list price will apply automatically to the Master Agreement for purposes of net new Orders only, and an amendment is not necessary.

V.5 NASPO ValuePoint eMarketPlace

V.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.

V.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

V.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, Products and/or Services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

V.5.4 Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.

V.5.5 Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.

V.5.6 Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

V.5.7 Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

V.5.8 Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that Products and Services be offered at prices required by the Master Agreement.

V.5.9 NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.

V.5.10 In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

V.5.11 Implementation Timeline: Following the execution of Contractor's Master

Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

V.5.11.1 Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

V.5.11.2 Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

V.5.11.3 NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

V.5.11.3.1 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded Products/Services and pricing in an electronic Data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its Product/Service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

V.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

V.5.11.3.3 eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

V.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard Data elements/information including, but not limited to, the following:

V.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date Product/Service offering the Contractor is authorized to provide in accordance with this Master Agreement;

V.5.12.2 A Lead State contract identification number for this Master Agreement;

V.5.12.3 Detailed Product line item descriptions;

V.5.12.4 Pictures illustrating Products, services, or solutions where practicable; and

V.5.12.5 Any additional NASPO, Lead State, or Participating Addendum requirements.

V.6 **Cancellation** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

V.7 **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

V.8 **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, Contractor and NASPO ValuePoint shall enter into a separate direct contractual relationship, as mutually agreed by the parties, with respect to Contractor's obligations to NASPO ValuePoint under this Master Agreement.

VI. Pricing, Payment & Leasing

VI.1 **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

VI.1.1 All discounts must be guaranteed for the initial term of the Master Agreement.

VI.1.2 Requests for a discount adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

VI.1.3 No retroactive adjustments to prices or rates will be allowed.

VI.2 **Fees and Payment.**

VI.2.1 Unless otherwise agreed upon in a Participating Addendum or Order, Payment will be made within thirty (30) days from the date a correct invoice is received. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge. Once placed, the Purchasing Entity's Order is non-cancelable and the sums paid nonrefundable, except as provided in this Master Agreement or the Purchasing Entity's Order. The Purchasing Entity will pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Services Purchasing Entity ordered, except for taxes based on Oracle's income. Also, Purchasing Entity will reimburse Oracle for reasonable expenses related to providing any Professional Services. Fees for Services listed in an Order are exclusive of taxes and expenses.

VI.2.2 If the Purchasing Entity exceeds the quantity of Services ordered, then the Purchasing Entity promptly must purchase and pay fees for the excess quantity.

VI.2.3 The Purchasing Entity understands that the Purchasing Entity may receive multiple invoices for the Services. Invoices will be submitted to the Purchasing Entity pursuant to Oracle's Invoicing Standards Policy, available at https://www.oracle.com/contracts/cloud-services.

VI.2.4 Fulfillment Partners are eligible to resell Services to authorized Purchasing Entities under this Master Agreement. Such Fulfillment Partner, if any, are authorized to take orders under this Agreement and invoice and receive payment from such Purchasing Entities.

VI.2.5 A Purchasing Entity who enters into an order with Contractor or Fulfillment Partner for the purchase of OracleDatabase@X Cloud Services will be required to accept and purchase a private offer with Oracle or its Fulfillment Partner in the applicable Hyperscaler's Marketplace. Such Purchasing Entity will be invoiced for and/or required to submit payment for such cloud services to the Contractor, Fulfillment Partner or Hyperscaler, whichever party is set forth in the applicable order.

VI.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

VII.1 Order Numbers. Applicable Master Agreement and Purchase Order numbers (if provided) shall be included on invoices and, where commercially practicable and applicable, on order acknowledgments and packing slips.

VII.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing

Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

VII.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. If Purchasing Entity provides the necessary information to Contractor, Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

VII.4 Required Documentation. Contractor and Fulfillment Partner shall not begin providing Services without a valid Ordering Document and Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

VII.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

VII.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or definite performance period past the then-current termination date of this Master Agreement. In the event the term of any such Order placed under this Master Agreement extends past the termination or expiration of this Master Agreement, the terms and conditions of this Master Agreement shall remain in full force and effect as it applies to such Order and will continue in effect for such Order until the term of that Order expires.

VII.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

VII.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available. However, in the event funds are not appropriated for a new fiscal year period, the Purchasing Entity may terminate its Order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of its order, the Purchasing Entity must provide a purchase order, and (b) The Purchasing Entity's 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.

VII.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders attempted to be placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

VII.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

VII.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

VII.6.1 The services or supplies being delivered;

VII.6.2 A shipping address and other delivery requirements, if any;

VII.6.3 A billing address;

VII.6.4 Purchasing Entity contact information;

VII.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

VII.6.6 A not-to-exceed total for the Professional Services being ordered if requested by the Purchasing Entity; and

VII.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

VII.7 **Communication.** All communications concerning administration of Orders placed under this Master Agreement must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

VII.8 **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement. Contractor reserves the right to negotiate such terms or to decline such Orders.

VIII. Shipping and Delivery of Hardware Devices

VIII.1 **Shipping Terms.** Hardware Devices shall be delivered in accordance with the terms of the Order.

VIII.2 **Minimum Shipping.** No minimum order or shipment amount shall be required under this Master Agreement.

VIII.3 **Installation.** Purchasing Entity is responsible for the installation of the Hardware Devices unless it purchases installation services from Contractor.

VIII.4 **Freight Charges**. Contractor or Fulfillment Partner will invoice Purchasing Entity for any applicable freight charges or applicable taxes, and Purchasing Entity will be responsible for such charges and taxes.

IX. Inspection and Acceptance

IX.1 **Laws and Regulations.** Contractor must comply with all applicable Federal, State, and local laws and regulations to the extent that such laws and regulations, by their terms, are expressly applicable to Contractor's provision of Services under this

Master Agreement and impose obligations directly upon Contractor in its role as an information technology services provider with respect to the services purchased under this Master Agreement. Purchasing Entity shall comply with all applicable Federal, State, and local laws and regulations to the extent that such laws and regulations, by their terms, are expressly applicable to Purchasing Entity's use and receipt of the Services (including Your Content) under this Master Agreement and impose obligations directly upon Purchasing Entity with respect to the Services.

IX.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under applicable law, except to the extent such rights and remedies are expressly limited by the terms of this Master Agreement.

X. Warranty

X.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

X.2 Warranty, Disclaimers and Exclusive Remedies.

X.2.1 Oracle warrants that during the Services Period Oracle 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 Purchasing Entity were not performed as warranted, Purchasing Entity must promptly provide Oracle 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).

X.2.2 ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET PURCHASING ENTITY'S REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

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

X.2.3 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.

X.2.4 FOR CLARITY, THE EXCLUSIVE REMEDY STATED IN THIS SECTION APPLIES SOLELY TO A BREACH OF THE SERVICES WARRANTY AND DOES NOT LIMIT THE PURCHASING ENTITY'S RIGHTS OR REMEDIES WITH RESPECT TO ORACLE'S BREACH OF ANY OTHER PROVISION OF THE MASTER AGREEMENT, IN EACH CASE SUBJECT TO THE TERMS AND LIMITATIONS OF THE MASTER AGREEMENT. WITHOUT LIMITING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE CONSTRUED TO LIMIT THE PURCHASING ENTITY'S RIGHT TO BRING A CLAIM AGAINST ORACLE, SUBJECT TO THE TERMS OF THE MASTER AGREEMENT INCLUDING SECTION XIV.15 (LIMITATION OF LIABILITY), ARISING SOLELY FROM ORACLE'S BREACH OF ITS SECURITY PRACTICES DESCRIBED IN THE SERVICE SPECIFICATIONS APPLICABLE TO THE SERVICES UNDER AN APPLICABLE ORDER.

XI. Hardware Devices

XI.1 The Purchasing Entity's order may include a Hardware Device, which the Purchasing Entity may use with the applicable Services as described in the Service Specifications. The terms of this Master Agreement and the Purchasing Entity's Order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software, unless expressly stated otherwise in this Section, or if the terms by their nature would be inapplicable to Hardware Devices.

XI.2 Oracle provides 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.

XI.3 Oracle provides 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), as applicable.

XI.4 With respect to Oracle's indemnification for Hardware Devices under Section XII.2 (Intellectual Property Indemnification), notwithstanding the provisions of Section XII.3, if Oracle believes or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, Oracle 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, Oracle may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

XI.5 The Purchasing Entity has 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.

XI.6 **Conveyance of Title**. Title to Hardware Devices will transfer to the Purchasing Entity upon delivery to the Purchasing Entity unless otherwise specified in Purchasing Entity's Order.

XI.7 Purchasing Entity has the limited, non-exclusive right to use Integrated Software delivered with a Hardware Device (and any updates acquired through Contractor's 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.

XI.8 Oracle or Oracle's 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 Oracle may provide to the Purchasing Entity (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. The Purchasing Entity's right to use this third party technology under separate license terms are not restricted in any way by this Master Agreement. Oracle does not warrant or provide any technical support services for this third party technology.

XI.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; the Purchasing Entity's rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Master 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 the Purchasing Entity receives from Oracle in binary form and (iii) that is licensed under an open source license that gives the Purchasing Entity the right to receive the source code for that binary, the 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 the software was not provided to the Purchasing Entity with the binary, the 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.

If required by the Purchasing Entity, Oracle will provide written documentation for any hyperlinks within this paragraph.

XI.10 **Integrated Software.** Purchasing Entity has the limited, non-exclusive right to use Integrated Software delivered with a Hardware Device (and any updates acquired through Contractor's 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.

XII. Indemnification

XII.1 General Indemnification. Oracle ("Indemnitor") shall defend and indemnify the Purchasing Entity ("Indemnitee") against any and all claims of bodily injury (including wrongful death) and/or tangible personal property damage resulting from negligent or intentionally wrongful actions or omissions of the Indemnitor or a person employed by the Indemnitor (i.e., as an employee or independent contractor) while performing or participating in services under an Ordering Document at your site, if such actions or omissions were not proximately caused by the action or omission of the Indemnitee or any third party; provided however, that (i) the Indemnitee notifies the Indemnitor within thirty (30) days of the Indemnitee's receipt of a claim; (ii) the Indemnitor has control of the defense and all related settlement negotiations; and (iii) the Indemnitee gives the Indemnitor the information, authority and reasonable assistance necessary to perform the above ; reasonable out-of-pocket expenses incurred by the Indemnitee in providing such assistance will be reimbursed by the Indemnitor. As used in this Section, the term "tangible personal property" shall not include software, documentation, data or data files. The Indemnitor shall have no liability for any claim of bodily injury and/or tangible personal property damage arising from use of software or hardware. **This Section XII.1 states Oracle's entire liability and the Purchasing Entity's exclusive remedy for bodily injury and property damage.**

XII.2 Intellectual Property Indemnification. If a third party makes a claim against Purchasing Entity ("Recipient"), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by Contractor ("Provider") 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.

XII.3 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 Contractor's ability to meet obligations under the relevant order, then Contractor 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 Contractor to terminate the license, then Contractor may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

XII.4 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. Contractor will not indemnify Purchasing Entity 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 Purchasing Entity 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.).

XII.5 This Section XII provides the parties' exclusive remedy for any claims or damages under Section XII.2.

XII.6 With respect to Contractor's indemnification for Hardware Devices under Section XI.4, notwithstanding the provisions of Section XII, if Contractor believes or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, Contractor 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, Contractor may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

XII.7 Unless otherwise set forth herein, Section XII is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

XIII.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative insurance requirements in their Participating Addendum.

XIII.2 Class. Contractor shall acquire such insurance from an insurance carrier covering locations where Contractor is to perform work on Purchasing Entity's premise and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

XIII.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

XIII.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, Products and completed operations, contractual liability, personal and advertising injury, broad form property damage liability and third party property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

XIII.3.2 CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	**Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions** Minimum Insurance Coverage
Low Risk Data	$2,000,000
Moderate Risk Data	$5,000,000
High Risk Data	$10,000,000

XIII.3.3 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

XIII.4 Contractor shall pay premiums on all insurance policies. Contractor may select a new insurance carrier or carriers or may obtain new or amended policies at any time.

XIII.5 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations as those specified in Section XIII.

XIII.6 **Furnishing of Certificates.** During the term of this Master Agreement and upon request by the Lead State and/or Participating Entities, Contractor shall provide evidence of coverage that meets the requirements of this Section.

XIII.7 **Disclaimer.** Insurance coverage and limits will not limit or increase Contractor's liability under the Limitation of Liability section under this Master Agreement.

XIV. General Provisions

XIV.1 Records Administration and Audit

XIV.1.1 For a period of six (6) years from the effective date of an Ordering Document under this Master Agreement, Participating Entity shall have the right to audit records relating to invoices and payments for the Services provided to Participating Entity thereunder, upon reasonable written notice to Contractor, no more than one time per year, at Participating Entity's cost, and provided that such audit does not unreasonably interfere with Contractor's normal business operations. Participating Entity shall have the right to contract a third-party audit firm to conduct such an audit, provided that such third-party audit firm agrees to Contractor's standard nondisclosure terms and to utilize standard audit software.

XIV.2 Confidentiality, Non-Disclosure, and Injunctive Relief

XIV.2.1 **Confidentiality.** By virtue of this Master Agreement, Oracle, the Purchasing Entity, and the Lead State (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 Master Agreement and Purchasing Entity's order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

XIV.2.2 Non-Disclosure. 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, Contractor 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 Master 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.

XIV.2.3 Injunctive Relief. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the disclosing party shall be entitled, without waiving any other rights or remedies under this Master Agreement, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

XIV.2.4 Purchasing Entity Law. The parties acknowledge and agree that the Purchasing Entities and this Master Agreement are subject to applicable freedom of information or open records law. Except as may otherwise be agreed to in the applicable Participating Addendum, if the Lead State, any Participating Entity, or any Purchasing Entity receives a request to disclose Contractor's Confidential Information under the applicable freedom of information or open records law, each such entity agrees to promptly notify Contractor in writing and give Contractor an opportunity to request confidentiality protection for any Confidential Information to which such entity may deny access under law.

XIV.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction Data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, and not prohibited by court order, subpoena, or governmental directive, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

XIV.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

XIV.3 Assignment/Subcontracts.

Except as expressly provided below, Contractor may not assign this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Contractor may assign this Master Agreement without prior approval in connection with a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of its assets, provided that Contractor promptly notifies the Lead State and provides reasonable documentation regarding the assignee and the assignment. Upon notification, (i) if the Lead State determines that there is a commercially reasonable basis to reject doing business with the assignee, the Lead State may terminate the Master Agreement by providing Contractor and the assignee thirty (30) days' written notice; or (ii) the Lead State, Contractor, and/or the assignee will enter into a mutually agreeable written amendment to the Master Agreement documenting the resulting assignment.

The Lead State may not assign the Master Agreement and no Participating State or Participating Entity may assign its Participating Addendum, in whole or in part, without the prior written approval of Contractor. Notwithstanding the foregoing, the Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint. No Purchasing Entity may give or transfer the Services ordered under an Ordering Document to another individual or entity.

XIV.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes to the Contractor's Contract Manager managing the Master Agreement. The Lead State reserves the right to approve or reject changes to the Contractor's Contract Manager.

XIV.5 Independent Contractor.

Contractor is an independent Contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order. The parties agree that no partnership or joint venture relationship exists between us. Contractor's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by a Purchasing Entity 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 Contractor, Contractor is 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 Contractor's subcontractor or is otherwise engaged by Contractor in connection with performance of its obligations under this Master Agreement, and, if so, then only to the same extent as Contractor would be responsible for Contractor resources under this Master Agreement.

XIV.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit and others which by their nature are intended to survive. Those Orders will be performed according to their terms as if this Master Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

XIV.7 Force Majeure. Neither party to (i) this Master Agreement, (ii) a Participating Addendum, or (iii) an Ordering Document shall be in default by reason of any failure or delay in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, restrictive acts of the government (including the denial or cancelation of any export, import, or other license) in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party. The parties will both use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either party may cancel unperformed Services and affected Orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Purchasing Entity's obligation to pay for the Services.

XIV.8 Defaults and Remedies

XIV.8.1 If any party to (i) this Master Agreement, (ii) a Participating Addendum, or (iii) an Ordering Document breaches a material term of this Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Order under which the breach occurred. If Contractor terminates the Order as specified in the preceding sentence, the Purchasing Entity must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such Order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. If a Purchasing Entity is in default under this Master Agreement, the applicable Participating Addendum, or the applicable Ordering Document, the Purchasing Entity may not use those Services ordered.

XIV.8.2 In the event of any dispute or disagreement between the parties arising out of or relating to (i) this Master Agreement, (ii) a Participating Addendum, or (iii) and Ordering Document (the "dispute"), the parties will endeavor to resolve the dispute in accordance with this section. Either party may invoke this section by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Each party will appoint a Managing Director (or the equivalent) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until the Managing Directors (or the equivalent) conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under this Master Agreement and the applicable Participating Addendum and Ordering Document, if any, while the parties endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach promptly makes good faith efforts to cure the breach and pursues the cure in good faith. The period of dispute resolution after notice will not exceed thirty (30) days, unless both parties agree to an extension.

XIV.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity or Contractor to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, any Purchase Order, or Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity or Contractor must be in writing. Waiver by the Lead State, Participating Entity or Contractor of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, Order, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, Order, or any Purchase Order.

XIV.10 Debarment. The Contractor certifies, to best of its knowledge, that neither that it nor its principals are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

XIV.11 No Waiver of Sovereign Immunity

XIV.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be deemed a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court, except to the extent such immunity is expressly waived or consent to suit is provided under applicable law.

Notwithstanding the foregoing, nothing in this Master Agreement shall be construed to limit Contractor's rights and remedies, including the right to bring claims for breach of contract, non-payment, or infringement or misappropriation of Contractor's intellectual property, in each case to the extent permitted by applicable law. To the extent permitted by applicable law, Contractor may bring claims arising out of or relating to this Master Agreement, including for breach of contract, non-payment, and infringement or misappropriation of Contractor's intellectual property, and such claims may be pursued in any forum authorized under applicable law.

XIV.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Nothing in this Section shall be interpreted to (i) limit the availability of remedies otherwise available under this Master Agreement, or (ii) prevent disputes from being brought and resolved through applicable state law contract claims procedures or other dispute resolution processes authorized by law.

XIV.12 Governing Law and Venue

XIV.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the State serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

XIV.12.2 Unless otherwise specified in this Master Agreement or a Participating Addendum, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as

Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

XIV.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing Order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

XIV.13 **Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's State antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

XIV.14 **Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof. Provisions that survive termination or expiration of this Master Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

XIV.15 **Limitation of Liability**.

XIV.15.1 CONTRACTOR'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT OR A PURCHASING ENTITY'S ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE GREATER OF (i) TWO (2) TIMES THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY THE PURCHASING ENTITY FROM CONTRACTOR UNDER SUCH ORDER OR (ii) ONE MILLION DOLLARS (U.S.$1,000,000).

XIV.15.2 NOTWITHSTANDING THE ABOVE, EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL ORACLE OR THE PURCHASING ENTITY 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.

XIV.15.3 Contractor's obligation to indemnify for (i) infringement claims or damages under Sections XII.2 or (ii) claim(s) of bodily injury and tangible personal property damage under Section XII.1 shall apply without regard to whether the damages under such claim(s) are classified as direct, indirect, or otherwise, or exceed the limits on liability under this Section XIV.15 (Limitation of Liability).

XV. Ownership Rights and Restrictions

XV.1 **Data Ownership.** The Purchasing Entity or the Purchasing Entity's licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of Oracle under this Master Agreement. The Purchasing Entity has the authority to and does grant Oracle the right to host, use, process, display and transmit Your Content solely to provide the Services pursuant to and in accordance with this Master Agreement, the Participating Addendum and the applicable Ordering Document. The Purchasing Entity has 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.

XV.1.1 **Third Party Content**. The Purchasing Entity 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 the Purchasing Entity and the third party.

XV.1.2 **Restrictions.** Except as permitted by this Master Agreement or Your Order, the Purchasing Entity 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.

XVI. Use of the Services

XVI.1.1 Oracle will make the Oracle Services listed in the Purchasing Entity's order available to the Purchasing Entity pursuant to this Master Agreement and the Purchasing Entity's Order. Except as otherwise stated in this Master Agreement or the Purchasing Entity's order, the

Purchasing Entity has the non-exclusive, worldwide, limited right to use the Services during the period defined in the Purchasing Entity's Order, unless earlier terminated in accordance with this Master Agreement or the Purchasing Entity's order (the "Services Period"), solely for the Purchasing Entity's internal business operations. The Purchasing Entity may allow the Purchasing Entity's Users to use the Services for this purpose, and the Purchasing Entity is responsible for its compliance with this Master Agreement and the Purchasing Entity's Order.

XVI.1.2 The Purchasing Entity 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 Oracle has in this Master Agreement and the Purchasing Entity's Order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

XVII. Protection of Your Content.

XVII.1.1 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**.**

XVII.1.2 To the extent Your Content includes Personal Information, Oracle will furthermore comply with the following:

XVII.1.2.1 the relevant Oracle privacy policies applicable to the Services, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

XVII.1.2.2 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.

XVII.1.3 Without prejudice to Sections XVII.1.1 and XVII.1.2 above, the Purchasing Entity is responsible for (a) any required notices, consents and/or authorizations related to the Purchasing Entity's 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 the Purchasing Entity or the Purchasing Entity's Users of the Services in a manner that is inconsistent with the terms of this Master Agreement and/or Your Order. To the extent the Purchasing Entity discloses or transmits Your Content to a third party, Oracle is no longer responsible for the security or confidentiality of such content outside of Oracle's control.

XVII.1.4 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 Master 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 Master 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, the Purchasing Entity 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.

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

XIX. Services Period; End of Services

XIX.1.1 Unless this Master Agreement is terminated earlier, the Purchasing Entity may place orders governed by this Master Agreement for the term of this Master Agreement. Even if terminated, this Master Agreement will continue to govern any order for the duration of the Services Period of such order.

XIX.1.2 Services shall be provided for the Services Period defined in Your Order. Notwithstanding anything to the contrary in the Service Specifications, the Services the Purchasing Entity orders will not be automatically renewed.

XIX.1.3 Oracle may suspend the Purchasing Entity's and/or the Purchasing Entity Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) The Purchasing Entity or the Purchasing Entity's Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) the Purchasing Entity provided false account or payment information or the Purchasing Entity's digital payment method is refused. When reasonably practicable and lawfully permitted, Oracle will provide the Purchasing Entity 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. Oracle 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, Oracle will make Your Content (as it existed on the suspension date) available to the Purchasing Entity. Any suspension under this Section shall not excuse the Purchasing Entity from the Purchasing Entity's payment obligations.

XX. Transition Assistance.

XX.1 At the end of the Services Period, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by the Purchasing Entity during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, Oracle will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

XXI. Third Party Content, Services and Websites

XXI.1.1 The Services may enable the Purchasing Entity 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. Purchasing entity is 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 Purchasing Entity's behalf to facilitate performance of the Services, Purchasing Entity is solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to Purchasing Entity, is authorized by the terms of access and use for such services. If Purchasing Entity transfers or causes 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 Purchasing Entity and not by Oracle.

XXI.1.2 Any Third Party Content Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. Oracle disclaims all liabilities arising from or related to Third Party Content.

XXI.1.3 The Purchasing Entity acknowledges 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). Oracle may need to update, change or modify the Services under this Master 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 the Purchasing Entity's obligations under this Master Agreement or the applicable Order, and the Purchasing Entity will not be entitled to any refund, credit or other compensation due to any such changes.

XXII. Service Monitoring, Analyses, and Oracle-Provided Software

XXII.1.1 Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve the Purchasing Entity's 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 the Purchasing Entity or any of the Purchasing Entity's

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.

XXII.1.2 Oracle 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"). Oracle retains all intellectual property rights in Service Analyses.

XXII.1.3 Oracle may provide the Purchasing Entity with the ability to obtain certain Oracle-provided Software 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 the Purchasing Entity has the non-exclusive, worldwide, limited right to use, and allow the Purchasing Entity's Users to use, such Oracle-provided Software, subject to the terms of this Master Agreement and Your Order, solely to facilitate the Purchasing Entity's authorized use of the Services. The Purchasing Entity's 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. The Purchasing Entity's 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 Master Agreement.

XXIII. Export

XXIII.1.1 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 Master 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 Master Agreement, and the Purchasing Entity and Oracle each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). The Purchasing Entity agrees 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.

XXIII.1.2 The Purchasing Entity acknowledges that the Services are designed with capabilities for the Purchasing Entity and the Purchasing Entity's 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. The Purchasing Entity 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.

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

XXV. Notice

XXV.1.1 Any notice required under this Master Agreement shall be provided to the other party in writing. If the Purchasing Entity has a dispute with Oracle or if the Purchasing Entity wish to provide a notice under the Indemnification Section of this Master Agreement, or if the Purchasing Entity become subject to insolvency or other similar legal proceedings, the Purchasing Entity will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065. Attention: General Counsel, Legal Department.

XXV.1.2 Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to the Purchasing Entity (a) by electronic mail to the Purchasing Entity's e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to the Purchasing Entity's address on record in our account information.

XXV.1.3 The Purchasing Entity 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.

XXV.2 If any term of this Master 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 Master Agreement.

XXV.3 Prior to entering into an Order governed by this Master Agreement, the Purchasing Entity is solely responsible for determining whether the Services meet the Purchasing Entity's technical, business or regulatory requirements. Oracle will cooperate with the Purchasing Entity's 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. The Purchasing Entity remains solely responsible for the Purchasing Entity's regulatory compliance in connection with the Purchasing Entity's use of the Services.

Attachment A.1 – Oracle Terms and Conditions

The terms and conditions contained within Attachment A.1 cover the three following user Services options:

A. Software as a Service (SaaS)
B. Platform as a Service (PaaS)
C. Infrastructure as a Service (IaaS)

1. Definitions:

a. **Infrastructure-as-a-Service (IaaS):** The capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, including operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).

b. **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, as defined in the Data Processing Agreement.

c. **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 Purchasing Entity or any of Purchasing Entity’s Users that is stored in, or run on or through, the Services. Services under this Master Agreement, Oracle-provided Software, other service provider Products and Services, and service provider 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 the Purchasing Entity into the Services by the Purchasing Entity’s use of the Services or any Oracle-provided tools.

d. **Platform-as-a-Service (PaaS)**: The capability provided to the consumer to deploy onto the cloud infrastructure consumer created or acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

e. **Purchasing Entity’s Identified Contact:** The person or persons designated in writing by the Purchasing Entity to receive security incident or breach notifications.

f. **Security Incident:** Means an event that creates suspicion of or indicates destruction, loss, alteration, unauthorized disclosure of, or access to Your Content transmitted, stored, or otherwise processed. A security incident may or may not turn into a data breach.

g. **Service provider:** Oracle America, Inc.

h. **Software-as-a-Service (SaaS):** The capability provided to the consumer to use the applications made available by service provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a web browser (e.g., web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure — including network, servers, operating systems, storage or even individual application capabilities — with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: Reserved. See Attachment A, Section XV.1 (Data Ownership).

3. Data Protection: See Attachment A, Section XVII (Protection of Your Content) and Section XV (Ownership Rights and Restrictions). Protection of personal privacy and data shall be an integral part of the business activities of Oracle with the goal of ensuring there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, Oracle shall safeguard the confidentiality, integrity and availability of Purchasing Entity information within its control and comply with the following conditions:

a. Oracle will maintain appropriate administrative, physical, technical and other safeguards for the Services designed to protect Your Content and Personal Information, as applicable, in accordance with this Master Agreement, the applicable Order, and the Service Specifications. Such safeguards include controls addressing physical access, system access, data access, transmission and encryption, data segregation, security oversight and other security controls and measures as described in Oracle's Cloud Hosting and Delivery Policies, applicable Pillar documentation, Corporate Security Practices, and Data Processing Agreement for Oracle Services. Oracle Services operate under security practices aligned with NIST 800-53 and NIST 800-171 as described in the applicable Service Specifications.

b. Oracle's and Purchasing Entity's respective responsibilities for encryption, key management, access controls, and other security configurations are as set forth in the applicable Service Specifications. For Services or components that enable Purchasing Entity to configure its security posture, Purchasing Entity is responsible for configuring and maintaining the applicable Purchasing Entity-managed security settings and components. *See* also Cloud Hosting and Delivery Policy, *User Encryption for External Connections* section.

c. Oracle will only use Your Content as permitted by this Master Agreement, the applicable Order, and the applicable Service Specifications.

4. Data Privacy: Oracle's controls must also abide by the following:

a. No type of data mining may be performed on any Purchasing Entity data without permission from the Purchasing Entity. This includes mining location data from users of applications running on behalf of the Purchasing Entity in alignment with NIST SP 800-53 (then current, or prior version).

b. No Purchasing Entity data may be sold or transferred to any third party, including service provider affiliates, without permission from the Purchasing Entity in alignment with NIST SP 800-53 (then current, or prior version).

c. The parties agree that Oracle's service monitoring and statistical analysis, as described in Attachment A, Section XXII (Service Monitoring, Analyses and Oracle-Provided Software) do not fall within the parameters of the prohibitions in Section 4.a and 4.b above. Nothing in this section shall restrict Oracle's processing activities authorized under this Master Agreement, including in the Data Processing Agreement and Cloud Hosting and Delivery Policies.

5. Data Location:

The Purchasing Entity's Order will specify either the Data Center Region in which the Purchasing Entity's Content will reside, as applicable to the Services, or will permit the Purchasing Entity to select an available location when activating or provisioning the applicable Cloud Service. A "Data Center Region" means: (i) the geographic region identified in the applicable Order; or (ii) where the Purchasing Entity selects a data center location during activation or provisioning, the country or larger geographic region associated with the selected location. As of the effective date of the Master Agreement, the Purchasing Entity is able to select a data center located in the United States for the provisioning of Oracle PaaS and IaaS Universal Credit Cloud Services. In the event Purchasing Entity requires more specificity regarding the location of the data center in which the Purchasing Entity's Content will reside (such as only in the United States), then such term must be expressly addressed in the Order applicable to the Cloud Service.

Oracle and its affiliates may perform certain aspects of the Services, including service administration, support, Professional Services, and disaster recovery, from locations worldwide and through the use of subcontractors.

Where supported by the applicable Cloud Service and subject to the applicable Service Specifications, Oracle Cloud Hosting and Delivery Policies, and Oracle ordering process, the Purchasing Entity may request that Purchasing Entity's Content be relocated to another available Data Center Region and any subsequent relocation or reprovisioning of the Cloud Services to another Data Center Region will be subject to Oracle's then-current service capabilities.

6. Data Access:

In accordance with the Cloud Hosting and Delivery Policies and Corporate Security Practices, Oracle policies require the use of multi-factor authentication (MFA), documented authorization controls, and logging of access. Use of MFA is mandatory for all users accessing Oracle Cloud Services.

All remote access to the Oracle Cloud Network by Oracle personnel that have access to Purchasing Entity's Content is restricted through the use of a Virtual Private Network that utilizes MFA. In addition to the required use of a Virtual Private Network, before Oracle personnel are granted access to the Oracle Cloud Network, Oracle performs device posture checks and has in place controls, such as bastion hosts. Oracle prohibits (through both policy and technical controls) the use of personal devices to access the Oracle Cloud Network and the Oracle Cloud Services

7. Import and Export of Data: The Purchasing Entity shall have the ability to import or export its data in piecemeal or in entirety at its discretion in accordance with the Master Agreement and the Service Specifications.

8. Security Incident or Data Breach Notification: Oracle shall inform the Purchasing Entity of any Data Breach. 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 transmitted, stored or otherwise processed. Oracle will promptly define escalation paths to investigate such incidents in order to confirm if an Information/Data Breach has occurred, and to take reasonable measures designed to identify the root cause(s) of the Information/Data Breach, mitigate any possible adverse effects and prevent a recurrence.

Breach Reporting Requirements and Responsibilities: Oracle will notify Purchasing Entity of a confirmed Information/Data Breach without undue delay but at the latest within 24 hours. As information regarding the Information/Data Breach is collected or otherwise reasonably becomes available to Oracle, Oracle will also provide the Purchasing Entity with (i) a description of the nature and reasonably anticipated consequences of the Information/Data 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/Data Breach. The Purchasing Entity agrees to coordinate with Oracle on the content of the Purchasing Entity's intended public statements or required notices for the affected individuals and/or notices to the relevant regulators regarding the Information/Data Breach. See also *Incident Management and Breach Notification* section of the DPA.

In case of a confirmed Information Breach, Oracle will provide Purchasing Entity with corrective action outlining the steps and expected timelines to remediate the non-compliance or remediation plans no later than thirty (30) days following discovery of the confirmed Information Breach If Oracle is unable to correct the non-compliance within such 30 day period or as soon as reasonably possible thereafter, Purchasing Entity may terminate the order under which such non-compliance occurred.

Breach Responsibilities: If required by state law, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifying individuals, regulators or others required by state law; (3) providing a credit monitoring service required by state or federal law; (4) providing a website or a toll-free number and call center for affected individuals required by state law; and (5) completing all corrective actions as reasonably determined by the service provider based on root cause. All actions [1 through 5] are subject to this Contract's limitation of liability in Attachment A, Section XIV.15.

10. Background Checks: Oracle or its agent, has performed a background check on Oracle employees hired on or after January 1, 2003 in the United States. As of this date, the background check is used to attempt to: (i) ascertain an employee's previous employment with up to three (3) employers within the five (5) years preceding the date of the check; (ii) ascertain an employee's highest degree earned; (iii) assess any public criminal records uncovered for an employee within the seven (7) years preceding the date of the check; and (iv) check for matches on the Office of Foreign Asset Control's Specially Designated Nationals and Foreign Sanctions Evaders Lists. The background check is adjudicated by Oracle. While all criminal records are individually assessed in accordance with applicable laws and agency guidance, generally, significant crimes involving violence, dishonesty, and certain drug-related offenses are considered disqualifiers, except where a diversion program was successfully completed and/or the case was discharged or judicially dismissed. In general, international transfers and individuals with valid United States government issued security clearance are not subject to a background check. Processing and procedural variances may apply to students/interns, university recruiting hires, and to employees of companies acquired by Oracle. Where allowable under applicable law, Oracle has established similar pre-employment background screening procedures in regions outside of the United States, subject to local laws, regulations, and customs. Each Purchasing Entity may have different background check requirements that must be followed for work performed in its jurisdiction, and such requirements would be discussed at the time a Participating Addendum is entered into.

11. Non-disclosure and Separation of Duties: Oracle shall enforce separation of job duties and limit staff knowledge of the Purchasing Entity data to that which is absolutely necessary to perform job duties.

12. Right to Remove Individuals: The Purchasing Entity may request that Oracle remove from interaction with the Purchasing Entity any Oracle representative directly assigned to perform Services for the Purchasing Entity who the Purchasing Entity reasonably and in good faith believes is detrimental to its working relationship with Oracle. The Purchasing Entity shall notify Oracle in writing of its determination and its reasons for requesting the removal. Oracle will promptly review the concern and take appropriate action, which may include restricting the individual's interaction with the Purchasing Entity or replacing the individual, as reasonably determined by Oracle or as agreed upon by the parties.

If the Purchasing Entity reasonably signifies that a potential security violation exists with respect to the request, Oracle shall promptly restrict such individual's access to the Purchasing Entity's systems, facilities, and data pending Oracle's investigation. Oracle shall not assign the person to any aspect of the applicable order without the Purchasing Entity's consent.

13. Security: Upon written request, Oracle shall make available its client and public-facing non-proprietary security protocols, processes, tools and technical limitations to the Purchasing Entity. As applicable, Oracle's disclosures may include information related to:

Governance and compliance
Standards and policies
Security and risk assessments
Continuous monitoring and alerting
Privilege and identity access management
Data protections
Infrastructure and application protections
Native cloud service provider security information and event management (SIEM)/log management tools
System health and resource monitoring
Incident response and recovery

The Purchasing Entity and Oracle's respective roles and responsibilities for security will be described in the Master Agreement, the applicable Order, and Service Specifications.

14. Access to Security Logs and Reports: Reserved

15. Retention, Preservation and Archival of Security Logs and Reports: Retention of security logs and reports generated and maintained by Oracle will be in accordance with Oracle's Cloud Hosting and Delivery Policies, the applicable Service Specifications, and applicable law. Oracle security logs are maintained in their native, unaltered format and retained online for a minimum of one (1) year.

16. Encryption of Data at Rest: Oracle will encrypt Oracle-managed desktops and laptops that process Purchasing Entity information using Oracle-approved encryption software. Encryption of Purchasing Entity Data at rest in the Services, including any customer configuration responsibilities, will be governed by the applicable Service Specifications and Oracle's Corporate Security Practices.

17. Contract Audit: See also *Audit Rights and Assistance with Data Protection Impact Assessment* section of the DPA**.** The Purchasing Entity may audit Oracle's compliance with its obligations under the 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, the Purchasing Entity or its Regulator may perform more frequent audits.

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

To request an audit, the Purchasing Entity 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 the Purchasing Entity with any concerns or questions. Oracle will work cooperatively with the Purchasing Entity to agree on a final audit plan within a reasonable timeframe.

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.

Upon completion of the audit, the Purchasing Entity will provide Oracle with a copy of the audit report, which is subject to the confidentiality terms of: the applicable Order for Services, this Master Agreement, and the Service Specifications. The Purchasing Entity may use the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of the Data Processing Agreement.

Each party will bear its own costs in relation to the audit, unless Oracle promptly informs the Purchasing Entity upon reviewing the Purchasing Entity's 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 the 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.

Without prejudice to the rights granted 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 the Purchasing Entity confirming there are no known material changes in the controls audited, the Purchasing Entity agrees 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.

The Purchasing Entity may also request that Oracle audits a Third Party Subprocessor or provide confirmation that such an audit has occurred (or, where available, obtain or assist the Purchasing Entity in obtaining a third-party audit report concerning the Third Party Subprocessor's operations) to verify compliance with the Third Party Subprocessor's obligations.

Oracle provides the Purchasing Entity with information and assistance reasonably necessary for the Purchasing Entity to conduct its data protection impact assessments or consult with its Regulator(s), by granting the Purchasing Entity 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, or (ii) upon request, if such access to My Oracle Support (or other primary support tool) is not available to the Purchasing Entity.

18. Data Center Audit: Oracle will maintain the independent third-party audits, certifications and authorizations, if any, applicable to the ordered Services as described in the Service Specifications. Upon written request, Oracle will provide or make available its then-current SOC 1, SOC 2, StateRAMP, FedRAMP and/or similar report or authorization, if maintained for and applicable to the ordered Services, subject to Oracle's applicable access procedures and confidentiality and use restrictions including as described in the Oracle Cloud Hosting and Delivery Policies.

19. Continuous Monitoring: Oracle will regularly test, assess and evaluate the effectiveness of the security measures applicable to the ordered Services in accordance with the applicable Service Specifications and Oracle Cloud Hosting and Delivery Policies. Oracle shall conduct continuous monitoring of its compliance with security controls required within the contract. Continuous monitoring may be conducted via the following methods, as determined by Oracle based on the applicable Services:

a. Reliance on StateRAMP authorization and independent assessments by third-party assessment organizations (3PAOs)
b. Reliance on FedRAMP authorization and independent assessments by 3PAOs
c. Review of control documentation by internal staff or 3PAO
d. Acceptance of the service provider's third-party attestation (e.g. AICPA SOC2-Type 2 audit)
e. Self-assessment by service provider

20. Responsibilities and Uptime Guarantee: Oracle Services are designed to be available 24 hours per day, 7 days per week, 365 days per year, except during maintenance periods and as otherwise set forth in the applicable Oracle Cloud Hosting and Delivery Policies and Service Specifications. See *Oracle Cloud Service Level Agreement* section of the Oracle Cloud Hosting and Delivery Policies.

21. Change Control and Advance Notice: Reserved. See *Oracle Cloud Change Management Policy* section of the Oracle Cloud Hosting and Delivery Policies.

22. Subcontractor Disclosure: See *Oracle Affiliates and Third Party Subprocessors* section of the DPA.

23. Business Continuity and Disaster Recovery: Reserved. See *Oracle Cloud Service Continuity Policy* section of the Oracle Cloud Hosting and Delivery Policies and Services Pillar Documents.

24. Compliance with Accessibility Standards:
The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508'), effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.1 level AA, or the Web Content Accessibility Guidelines (WCAG) version 2.2 level AA, and EN 301 549 (where identical to

WCAG) is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no ACR is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle Support customers with disabilities may use the online My Oracle Support or call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at https://www.fcc.gov/file/15195/download (PDF), and a list of telephone numbers is available at http://www.fcc.gov/cgb/dro/trsphonebk.html. International hearing-impaired customers should use the TRS at +1.605.224.1837. Oracle Support will respond to product accessibility issues according to the current Technical Support Policies. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under this agreement. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of ACRs. Product direction remains at the sole discretion of Oracle.

25. Web Services: Reserved.

26. Subscription Terms: Reserved. See Attachment A, Sections XV (Ownership Rights and Restrictions) and XVI (Use of Services).

27. Notification of Legal Requests: See also *Legal Requirements* section of the DPA. The Oracle shall contact the Purchasing Entity promptly to inform it of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under this Master Agreement, or which might reasonably require access to the data of the Purchasing Entity, unless otherwise required by law. Oracle shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying the Purchasing Entity, unless prohibited by law from providing such notice.

28. Termination and Suspension of Service: Reserved. See Attachment A, Section XX (Transition Assistance).

Attachment B
SCOPE OF WORK

This Scope of Work describes the solutions and services Contractor ("Oracle") will be expected to offer through the Master Agreement.

The Master Agreements are not intended to replace or materially overlap in scope with other NASPO ValuePoint contract portfolios, including, but not limited to, the following:

1. Data Communications
2. eProcurement Solutions
3. Multi-Function Devices
4. Citizen Engagement Platforms
5. IT Research and Advisory Services
6. Audio Video Equipment, Software, and Services
7. MMIS
    a. Medicaid Enterprise Systems - Provider Services Module
    b. Medicaid Enterprise Systems - Claims Processing and Management Services Module
    c. Medicaid Enterprise Systems - Third Party Liability
    d. Medicaid Enterprise Systems - Pharmacy Benefits Manager (PBM)

Contractors may include equipment, accessories, and services available under these portfolios only to the extent that such solutions are complementary to the equipment, products, or services being offered. The Lead State may, at its sole discretion, reject products and services from a Contractor's catalog, or remove products and services from a Contractor's Master Agreement, if the Lead State determines that such products and services exceed the intended scope of this Master Agreement or do not comply with this requirement.

I. <u>Scope of Work Overview:</u>

This Scope of Work may include one or all of the following award categories: SaaS, IaaS, PaaS, and On Premises software solutions. For any awarded category, Contractor may also provide related value-added professional services for awarded categories if Contractor also received Value Added Services supplementary award. Contractor's awarded categories are listed below:

1. Direct Service Provider: SaaS
2. Direct Service Provider: Iaas
3. Direct Service Provider: Paas
4. Direct Service Provider: On-Premise
5. Direct Service Provider: Value Added Services

Hardware is generally not within the scope of this Master Agreements, however, some hardware that is an integral part of a Cloud or On-premises solution may be sold as part of an overall solution. Hardware is not available as a standalone purchase from resulting Master Agreements and Participating Addenda, except as replacement parts as needed for previously purchased hardware that was not purchased as a standalone but rather was incidental, ancillary, and/or required as part of an overall Cloud or On-Premises solution purchased under this contract.

Internet Service Provider services are not within the scope of this Master Agreement.

<u>Definitions:</u>

Cloud and other software services terminology varies greatly within the information technology industry. To clarify the target audience and the intent of the Master Agreement, the following definitions shall apply:

1. Definitions, Roles, and Responsibilities:

Direct Service Providers: A Direct Service Provider is a Contractor, having received an award and executed a Master Agreement. A Direct Service Provider is the entity responsible for making a service available to Purchasing Entities. A Direct Service Provider for a cloud solution or other software solution could include an original equipment manufacturer ("OEM"), software publisher, etc. A Direct Service Provider for purposes of the Master Agreement is an entity who creates and has its own solutions, and provides their own cloud or software solutions or services, and typically sets the pricing for its own Products and Services that it provides. Direct Service Providers may or may not necessarily sell directly to customers and Purchasing Entities (they may onboard and utilize Fulfillment Partners and sell through the Fulfillment Partners exclusively as its authorized resellers as an example). A Direct Service Provider for an On-Premises solution would develop, maintain and support software that is installed locally on a consumer's system, hardware, or infrastructure and which is provided as Product under the Master Agreement.

A Direct Service Provider is responsible for all obligations and performance under its Master Agreement including all Products and Services, solutions, etc. provided by its Subcontractors, Fulfillment Partners, or Third-party Providers.

Value-added Reseller: A Value-added Reseller is a Contractor, having received an award and executed a Master Agreement. A Value-added Reseller is an entity which primarily resells or distributes products, software, solutions, services, etc. that are developed and provided by a Subcontractor or Third-party Provider. Value-added Reseller may also include a firm, implementer, integrator, etc. that partners with a cloud or software solution provider, publisher, original equipment manufacturer ("OEM"), etc. to provide a solution The value is generated by the Value-added Reseller's ability to help Purchasing Entities source multiple solutions through a one stop shop or to help create an overall cloud or software solution composed of multiple systems and services.

A Value-added Reseller is responsible for all obligations and performance under its Master Agreement, including all Products and Services, solutions, etc. provided by its Subcontractors, Fulfillment Partners, or Third-party Providers.

Fulfillment Partner: Is an entity authorized by Contractor to act as an authorized reseller to facilitate the sale, delivery, implementation or performance of a Products and Services available under Contractor's Master Agreement. A Fulfillment Partner may quote, invoice, and receive payment for the resale of the Contractor's Products and Services. To add a Fulfillment Partner to a Master Agreement, the Contractor must submit a request to the Lead State for approval providing the Fulfillment Partner's vendor information, W-9, and updated list of Fulfillment Partners containing their contact information, which states/areas they are authorized to act in, and other pertinent information related to the Contractor's Products and Services they are authorized to resell.

A Contractor, whether in their role as a Direct Service Provider or Value-added Reseller (i.e., the Master Agreement holders), remains responsible for providing its Products and performing its obligations in accordance with the terms and conditions of the Master Agreement. The Contractor's use of a Fulfillment Partner does not relieve, diminish, or transfer the Contractor's obligations under the Master Agreement with respect to the Contractor's Products.

A Purchasing Entity may be required to enter into an order directly with the Fulfillment Partner for invoicing and payment of fees associated with the Contractor's Products and Services. Such order shall be governed by the terms and conditions of the Master Agreement. To the extent the order, or any separate agreement between the Purchasing Entity and the Fulfillment Partner, imposes obligations directly on the Fulfillment Partner that are in addition to, or separate from, the Contractor's obligations under the Master Agreement, the Fulfillment Partner shall be solely responsible for performing those obligations and for its own acts and omissions in connection with those obligations. The Contractor shall not be responsible or liable for the Fulfillment Partner's independent acts, omissions, or failure to perform obligations assumed directly by the Fulfillment Partner. Nothing in this provision, however, relieves the Contractor of its obligation to provide its Products and Services and perform its responsibilities under the Master Agreement in accordance with its terms.

Subcontractor: A Subcontractor may be onboarded by a Contractor to provide additional Products and Services that are within the Contractor's Master Agreement award(s). A Subcontractor may include a software publisher, OEM, cloud provider, service provider, consultant, implementer, etc. and will provide Products and Services on a Contractor's Master Agreement in accordance with the terms and conditions of the Master Agreement. Because a Contractor is fully responsible for a Subcontractor and Subcontractor's Products and Services, the Subcontractor is not required to sign a Third-party Provider Agreement, but Contractor must have a Subcontractor approved by the Lead State to add its Products and Services to Contractor's Master Agreement (see Catalog Updates below). Contractor must ensure when onboarding a Subcontractor that the Subcontractor understands and accepts that the Master Agreement's and applicable Participating Addendum's terms and conditions will apply to Subcontractor's Products and Services when sold and provided through the Contractor's Master Agreement. Additionally, if a Subcontractor requires an End User Agreement, the Contractor must ensure its Subcontractors understand and accept the Order of Precedence outlined in the Master Agreement and where the Subcontractor's End User Agreements falls within the Order of Precedence. All End User Agreements for Subcontractors must meet the requirements outlined in the Master Agreement.

Subcontractors may not quote, invoice, or receive payment on behalf of a Contractor unless they are set up as a Fulfillment Partner by the Contractor and approved by the Lead State.

Third-party Provider: A Third-party Provider is not a Contractor and does not hold a Master Agreement. A Third-party Provider is a third-party publisher, developer, service provider, OEM, etc. who has executed a Third-party Provider Agreement with a Contractor and which has been approved by the Lead State. After executing a Third-party Provider agreement with a Contractor and receiving approval from the Lead State, a Third-party Provider allows their products, solutions, services, etc. to be sold and provided through the Contractor's Master Agreement. By executing a Third-party Provider Agreement with a Contractor and receiving approval from the Lead State, a Third-party Provider becomes party to the Master Agreement as a Third-party Provider as defined in the Master Agreement. In their role as a Third-party Provider, it agrees to, is bound by, and required to perform in accordance with all the terms and conditions of the Master Agreement and applicable Participating Addendum as it relates to all Products and Services they offer under the Master Agreement. This includes but is not limited to, that all its Products comply with all security standards/requirements, insurance requirements, and acknowledge the Order of Precedence contained in the Master Agreement.

Contractor, whether in a role as a Direct Service Provider or a Value-added Reseller, may utilize Third-party Providers in accordance with the terms of their Master Agreements. Because Third-party Providers receive compensation and a benefit for providing their Products and Services through a Master Agreement, and sign a Third-party Provider Agreement, it is the intent of the parties that both the Third-party Providers and Contractors are jointly and severally liable for the Products provided by a Third-party Provider. Third-party Providers are not responsible or liable for Products and Services provided by other Third-party Providers, only joint and severally liable, along with the Contractor, for the Products and Services the Third-party Provider itself offers. Contractor will always serve as the main points of contact for Purchasing Entities and Participating Entities for any and all issues related to the performance and delivery of Products provided under the Master Agreement. Contractors must make best efforts to assist Purchasing Entities and Participating Entities with any issues involving Third-party Providers that the Contractor may not have direct control over. A Third-party Provider is liable for the Products it provides via the Master Agreement in accordance with the Master Agreement, Participating Addendum, and applicable End User Agreement terms and conditions. Any breach of the Master Agreement, Participating Addendum, and applicable End User Agreement terms and conditions by the Third-party Provider may be enforced against the Third-party Provider as though they were a Contractor and signatory to the Master Agreement.

A template of the Third-party Provider Agreement to be executed at a later date between a Contractor and Third-party Provider will be attached to a resulting Master Agreement. Unless and until a Third-party Provider Agreement is executed between the Contractor and Third-party Provider, approved by the Lead State, and posted on NASPO ValuePoint's website on the Contractors landing page, it is not considered a valid agreement.

Third-party Providers may not quote, invoice, or receive payment on behalf of a Contractor unless they are set up as a Fulfillment Partner by the Contractor and approved by the Lead State.

Software Online Marketplace: A software online marketplace is a curated digital storefront or online catalog where customers can find, buy and manage software, data, services, etc. Use of a software online marketplace or digital catalog (e.g. AWS Marketplace, Azure Marketplace, etc.) by a Contractor is allowable to sell a Contractor's Products and Services (including Products and Services it may offer through Subcontractors or Third-party Providers), but only if there is a process through the online marketplace to incorporate the terms and conditions of the Contractor's Master Agreement and applicable Participating Addendum, and Contractor ensures the correct process for doing so is completed. Before any Subcontractor's, or Third-party Provider's solution may be sold by the Contractor via the online marketplace the Subcontractor or Third-party Provider Products and Services must be properly onboarded to Contractor's Master Agreement, including receiving approval from the Lead State (see above regarding Subcontractors and Third-party Providers, and see below regarding Catalog Updates).

2. Categorization of Risk

Successful cloud-based services providers will have the ability to store and secure one, all, or a combination of data[1] Risk categories of the data are defined as:

a. Low Risk Data

Definition: FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Low Impact levels are defined in FIPS 199 as follows:

The potential impact is low if the loss of confidentiality, integrity, or availability could be expected to have a limited adverse effect on organizational operations, organizational assets, or individuals. A limited adverse effect could mean that the loss of confidentiality, integrity, or availability might:

- Cause a degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is noticeably reduced;
- Results in minor damage to organizational assets, minor financial loss, or minor harm to individuals.

b. Moderate Risk Data

Definition: FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

The potential impact is moderate if the loss of confidentiality, integrity, or availability could be expected to have a serious adverse effect on organizational operations, organizational assets, or individuals. A serious adverse effect could mean that the loss of confidentiality, integrity, or availability might:

- Cause a significant degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is significantly reduced;
- Result in significant damage to organizational assets, significant financial loss, or significant harm to individuals, but not loss of life or serious life-threatening injuries.

[1] Data types and classifications may vary depending on the Participating State's laws and regulations. Participating States may change the classification levels, types, names, and restrictions for certain data during the participating addendum stage.

c. High Risk Data

Definition: FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("High Impact Data").

The potential impact is high if the loss of confidentiality, integrity, or availability could be expected to have a severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. A severe or catastrophic adverse effect could mean that the loss of confidentiality, integrity, or availability might:

- Cause a severe degradation in or loss of mission capability to an extent and duration that the organization is not able to perform one or more of its primary functions;
- Result in major damage to organizational assets, major financial loss, or severe or catastrophic harm to individuals involving loss of life or serious life-threatening injuries.

Oracle will process Purchasing Entity's data that is stored in, or run on or through, the Services, in accordance with the applicable Order, Data Processing Agreement, Service Specifications, and the Master Agreement. Unless otherwise specified in the applicable Order, Purchasing Entity's 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 the Master Agreement.

Purchasing Entity is responsible for identifying and complying with any regulatory, legal, data security, or data classification obligations applicable to Purchasing Entity's Content or use of the Services. If available, Purchasing Entity may purchase Oracle services designed to address specific data security, data protection, regulatory, or data classification requirements, or the parties may expressly address such requirements in the applicable order.

3. Service Models

All Cloud Service Based Models will be categorized consistent with the NIST definition of cloud computing in NIST Special Publication 800-145. Oracle's security practices will be aligned with applicable, generally recognized industry security frameworks, including NIST Special Publication 800-53, as applicable to the specific Product or Service, deployment model, data risk category, and Oracle's responsibilities under the applicable order.

Award Categories:

A successful Offeror must provide at least one of the following service model categories in order to be considered for an award, however, below is not considered an exhaustive list of all the available types of cloud or software services that may be available. Often newer solution types may be a combination or a hybrid variation of the below categories. For example, Wi-Fi as a Service may be allowable as it's a combination of SaaS, IaaS and professional services.

A vendor that is a Direct Service Provider or a Value-added Reseller (or a combination of both) is eligible for consideration for each award category listed below. All service models must align with all applicable NIST requirements and standards. The 4 main software services models and award categories are defined as:

1. **Software as a Service (SaaS) -** as used in this Master Agreements is defined as the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. Full terms and conditions applicable to SaaS are located in Attachment A NASPO Master Agreement Terms and Conditions.

2. **Infrastructure as a Service (IaaS)** - as used in this Master Agreements is defined as the capability provided to the consumer for provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure

but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls). Full terms and conditions applicable to IaaS are located in Attachment A NASPO Master Agreement Terms and Conditions.

3. **Platform as a Service (PaaS)** - as used in this Master Agreements is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations. Full terms and conditions applicable to PaaS are located in Attachment A NASPO Master Agreement Terms and Conditions.

4. **On-Premises** – as used in this RFP and resulting Master Agreements is defined as Products and Services installed or provided locally on a consumer's hardware, servers, or other infrastructure. On-Premises solutions are not cloud solutions. Consumer maintains and has control over their operating systems, hardware, and infrastructure. Appropriate terms and conditions applicable to On-Premises solutions are being deferred to Participating Entities to negotiate in its Participating Addendum (PA). As On-Premises solutions are unique to each entity and involve individual jurisdictions and applicable code, rule, regulations, and statutes that will oversee this Service Model. This allows each Participating Entity to place its own mandatory requirements.

Value Added Services – is not a standalone award category but may be awarded to an Offeror obtaining an award in one or more of the above categories (SaaS, IaaS, PaaS, or On-Premises). Value Added Services includes a variety of professional services such as implementation, consulting, data migration, customization, configuration, installation, setup, etc. If awarded a Value-Added Services category to complement one of the above categories, such Value Added Services must fall within the general scope of the awarded category. For example, an Offeror who receives only an award for On-Premises will only be able to provide Value Added Services for the On-Premises category. An Offeror with only an On-Premises award will not be eligible to provide Value Added Services for SaaS, PaaS, or IaaS.

4. Deployment Models

A successful Offeror will have the ability to provide software services through one of the following deployment methods:

- **a. Private cloud.** The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.
- **b. Community cloud.** The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.
- **c. Public cloud.** The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.
- d. **Hybrid cloud.** The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds)
- e. **On-Premises.** software is installed and runs on computers on the premises of the person or organization using the software, rather than at a remote facility such as a server farm or cloud. In

an On-Premises model the hardware and infrastructure is owned and maintained by the Purchasing Entity.

Note: In order to comply with NIST Standards and Requirements but encourage the development and use of new technologies and as new definitions or modifications of NIST Standards and Requirements are established, the scope of services for the Master Agreement may be modified to align with those definitions, pursuant to Utah Administrative Code R33-12-502. The scope of services may be modified for each awarded contract if both parties agree to the modification. No contract may be extended beyond the terms of the contract included in this Master Agreement as a result of a modification.

II. NEW TECHNOLOGY

Pursuant to Utah Administrative Rule R33-12-502 the awarded contract(s) may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Further, a maintenance or service agreement associated with the procurement item under the resulting contract(s) may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the procurement item being solicited and substantially within the scope of the original procurement or contract.

III. CATALOG UPDATES

Awarded Contractors may only add new Products and Services to their pricing catalog for those categories (i.e., service models - SaaS, IaaS, PaaS, and/or On-premises) that they were awarded. For example, a vendor awarded only for SaaS cannot add IaaS Products and Services.

For clarity, Oracle’s pricing catalogs will consist of Oracle price lists for the in-scope Products and Services which will be posted on the NASPO ValuePoint's website.

At a minimum, a Contractor’s price lists must identify the name and description of the Product offered. Contractor’s price lists must list all Products and Services with SKUs (or some equivalent identifiers) and pricing. Pricing must demonstrate the correct contract price with the MSRP (or list price or equivalent if MSRP is not available). **Attachment C: Pricing Discounts and Schedules** will include a summary document listing the Services and Products available on the Master Agreement, the discount percentages and the available price lists, but without all the pricing, line items, and SKU details. This will help Participating Entities more easily see what is available in a much more accessible document than the full detailed price lists.

Contractor is limited to price lists updates once **per quarter**. Updated price lists may include new Products and Services. When submitting quarterly price lists updates, the Contractor must submit the following information and documents to the State Lead for approval:

1. A brief description of the Product(s) to be added;
2. The category of the Product that falls within one of the Contractor’s awarded categories (i.e. SaaS, PaaS, IaaS, On-Premises, Value Added Services);
3. An updated catalog/price list with a clear description of the Products offered and the category they fall under (SaaS, IaaS, PaaS, On-Premises, or Value Added Services);
4. Any additional terms and conditions that accompany the additional Products and Services, including End User Agreements that will be added to Master Agreement Attachment E. The Lead State will review these additional terms and conditions and End User Agreements to ensure their form complies with requirements in the Master Agreement. The Lead State approving of the addition of End User Agreements to the Master Agreement is not acceptance for purposes of making a purchase, and any additional terms and End User Agreements may be negotiated as needed by Participating Entities and individual Purchasing Entities at the time of ordering and making a purchase.

5. A certification that new catalog additions,(including any Products and Services offered via Subcontractors, Fulfillment Partners, and/or Third-party Providers) meet all the Terms & Conditions and requirements of the Master Agreement. An email message certification will suffice.

6. A certification that the new additions comply with the mandatory minimum discount % (and if applicable maximum mark up percentage for Value-added Resellers) as required in Contractor's Master Agreement. An email message certification will suffice.

7. A copy of the executed Third-party Provider Agreement (using the template provided in the Master Agreement) with a Third-party Provider whose Products the Contractor is reselling or utilizing in an overall solution through its Master Agreement (if applicable).

8. Copies of certificates of insurance that meet the correct coverage amounts for all Third-party Providers as required by the Master Agreement and appropriate for the Products and Services they offer through the Contractor's Master Agreement (if applicable).

Once the new price lists and any applicable End User Agreements are approved by the Lead State, the updated price lists and, if applicable, new End User Agreements will be published on the NASPO ValuePoint website via a Google Drive link or similar file sharing system maintained by the Lead State. Contractor price lists and other product documents approved by the Lead State and published on or accessible through NASPO ValuePoint's website are incorporated by reference to the Master Agreement. An amendment to the Contractor's Master Agreement is not required for a price list update that is approved by the Lead State and published on NASPO ValuePoint's website.

Contractor is permitted to submit updates to existing published price lists to the Lead State on a quarterly basis. Provided that Contractor's updated price list is submitted in accordance with the information and documents identified above, the Lead State will use commercially reasonable efforts to publish the updated price list on the NASPO ValuePoint website within ten (10) days from submission. If the Lead State requires additional information from Contractor to approve the price list updates, the parties will work in good faith to resolve any outstanding issues in a prompt manner.

Attachment C: Pricing Discounts and Schedule

The discount percentages that shall apply to the orders for the Products and Services placed under the Master Agreement ("Agreement") are outlined below. The Oracle price lists covered under the Agreement are listed below. The Agreement incorporates by reference the price lists approved by the Lead State and posted on Oracle's landing page on the NASPO ValuePoint's website. The price lists posted on the NASPO website may be updated quarterly by Oracle.

Minimum Discount % off List Price	Software (Saas)	Infrastructure (Iaas)	Platform (Paas)	On-Premises	Value Added Services*
Direct Service Providers: Minimum Discount % off List Price *	1%	1%	1%	1%	1%
(also applies to all Third-party solutions or services offered within this Value Added Services category)					

1. **<u>Software as a Services ("SaaS") Cloud Services</u>**

Oracle's SaaS offerings under the Master Agreement include the following:

- Oracle Fusion Cloud Service Global Price List
- Oracle Marketing Cloud Global Price List
- Oracle RightNow (Service Cloud) Global Price List
- Oracle Taleo Cloud Global Price List
- Oracle CPQ Cloud Service Global Price List
- Oracle University Global Price List
- Oracle Local Government Global Price List
- Oracle Construction and Engineering Global Price
- Oracle Utilities Global Price List

<u>Platform as a Service ("PaaS")/ Infrastructure as a Service ("IaaS") Cloud Services</u>

Oracle's PaaS and IaaS offerings under the Master Agreement include the following:

- PaaS and IaaS Cloud Global Price List

Limitations:

- Orders for Oracle PaaS and IaaS Universal Credit must be for a minimum annual commitment of $2,000.

Value Added Services

Oracle's Value Added Services offerings under the Master Agreement include the following:

- Oracle Consulting Services Rate Card
- Oracle Customer Success Services Rate Card/Price List

Limitations:

1. The Consulting Rates do not apply to any credits.
2. The Consulting Rates are in lieu of any other discount and shall not apply to any other Oracle products or services including but not limited to Cloud Services or Oracle University services.
3. The Consulting Rates for time and materials consulting services granted under the Agreement shall not be applied retroactively to fees invoiced prior to the effective date of the Agreement.
4. These Consulting Rates do not include materials, taxes, and expenses.
5. Discounts do not apply to taxes and expenses.

Attachment D

Contractor’s Response to the Solicitation

Both the solicitation and the Contractor’s response to the solicitation will both be available on the NASPO website for transparency, less any information marked as confidential by the Contractor at the time of submission. This is solely for informational purposes only.

Attachment E

Oracle Service Specifications and Policies

The following list includes documents comprising the Service Specifications and Oracle policies referenced in the Agreement, the URL links where each of the documents may be accessed and the version number/date of issuance of such document or policy. This table is for reference and informational purposes only. The documents and policies are subject to change in accordance with the terms set forth in the Agreement.

The current versions of these documents are also available at www.oracle.com/contracts.

Effective as of August 13, 2026:

Service Specifications	URL Link	Issuance Date and/or Version (if applicable)
Oracle Cloud Hosting and Delivery Policies	https://www.oracle.com/contracts/docs/ocloud_hosting_delivery_policies_3089853.pdf	May 2026; Version 3.12
Oracle Artificial Intelligence Terms	https://www.oracle.com/contracts/docs/oracle-ai-terms.pdf	September 26, 2025
Oracle Corporate Security Practices	https://www.oracle.com/contracts/docs/corporate-security-practices-4490843.pdf	February 2026; Version 3.6
Oracle Privacy Policies	https://www.oracle.com/legal/privacy/	
Data Processing Agreement for Oracle Services	https://www.oracle.com/contracts/docs/data-processing-agreement-oracle-services-081425.pdf	August 2025; Version 14
CLOUD PILLAR DOCUMENTS		
PaaS and IaaS Public Cloud Services Pillar Document	https://www.oracle.com/contracts/docs/paas_iaas_pub_cld_srvs_pillar_4021422.pdf	July 2026
SaaS Public Cloud Services Pillar Document	https://www.oracle.com/contracts/docs/saas_public_cloud_services_pillar_3610529.pdf	June 2026; Version 3.6
Oracle Industries Cloud Services Pillar Document	https://www.oracle.com/contracts/docs/gbu_cloud_services_pillar_0618_4492732.pdf	January 2026
Program Documentation	https://docs.oracle.com/en/	
PRODUCT SERVICE DESCRIPTIONS		
Oracle Database@AWS Credits Service Descriptions	https://www.oracle.com/contracts/docs/oracle-database-aws-credits-service-descriptions_v070825.pdf	August 6, 2026
Oracle Database@Azure Credits Service Descriptions	https://www.oracle.com/contracts/docs/oracle_database_azure_credits_service_descriptions_v121123.pdf	July 16, 2026
Oracle Database@Google Cloud Credits Service Descriptions	https://www.oracle.com/contracts/docs/oracle-database-at-google-cloud-credits-service-descriptions.pdf	July 16, 2026

Oracle Multicloud Universal Credits Service Descriptions	https://www.oracle.com/contracts/docs/oracle-multicloud-universal-credits-service-descriptions.pdf	February 13, 2026
Oracle PaaS and IaaS Public Cloud Services - Service Descriptions	https://www.oracle.com/contracts/docs/paas-iaas-public-cloud-2140609.pdf	July 16, 2026
Oracle PaaS and IaaS Universal Credits Service Descriptions	https://www.oracle.com/contracts/docs/paas_iaas_universal_credits_3940775.pdf	August 6, 2026
Oracle Fusion Service Descriptions	https://www.oracle.com/contracts/docs/oracle-fusion-cloud-service-desc-1843611.pdf?download=false	August 6, 2026
Oracle NetSuite for Government Cloud Service Descriptions	https://www.oracle.com/contracts/docs/oracle_netsuite_for_government_cloud_service_service_descriptions.pdf	April 11, 2026
Oracle Marketing Cloud Service Service Descriptions	https://www.oracle.com/contracts/docs/omc-cloud-service-descriptions-2332206.pdf	June 11, 2026
Oracle Customer Service and Support Cloud [Right Now] Services Descriptions and Metrics	https://www.oracle.com/contracts/docs/rightnow-service-descriptions-1885273.pdf	June 11, 2026
Managed Services Service Descriptions	https://www.oracle.com/contracts/docs/managed-cloud-services-sd-4738082.pdf	July 17, 2026
Construction & Engineering Industries Oracle Primavera Service Descriptions & Metrics	https://www.oracle.com/contracts/docs/cegbu-service-descriptions-1840505.pdf	August 6, 2026
Oracle Construction and Engineering Intelligence Cloud Service Descriptions & Metrics	https://www.oracle.com/contracts/docs/oracle-construction-intelligence-cloud-service-descriptions-and-metrics.pdf	July 16, 2026
Oracle University Cloud Services Service Descriptions and Metrics	https://www.oracle.com/contracts/docs/oracle-university-cloud-services-metrics-and-service-descriptions.pdf	June 11, 2026
Oracle Public Safety Service Descriptions	https://www.oracle.com/contracts/docs/oracle_public_safety_service_descriptions.pdf	January 22, 2026

Oracle Campus Safety Service Descriptions	https://www.oracle.com/contracts/docs/oracle-campus-safety-service-descriptions.pdf	April 10, 2025
CPQ Service Descriptions	https://www.oracle.com/contracts/docs/bmi_service_descriptions_2203257.pdf	March 12, 2026
Oracle Taleo Service Descriptions and Metrics	https://www.oracle.com/contracts/docs/taleo-service-desc-metrics-1720848.pdf	July 17, 2025
Oracle Utilities Global Business Unit Professional Services Descriptions	https://www.oracle.com/contracts/docs/utilities-gbu-cloud-ps-desc-5018977.pdf	June 11, 2020
PROFESSIONAL SERVICES POLICIES AND SUPPORT SERVICES SERVICE DESCRIPTIONS		
Professional Services Delivery Policy	https://www.oracle.com/contracts/docs/corporate_professional_services_delivery_policies.pdf	August 2, 2024; Version 3.0
Advanced Support Knowledge Workshop for Oracle Cloud	https://www.oracle.com/contracts/docs/as-knowledge-workshop-oracle-cloud-3680037.pdf	June 21, 2017
Go-Live Support for Oracle Cloud	https://www.oracle.com/contracts/docs/go_live_oracle_cloud_3680036.pdf	June 21, 2017
Oracle Cloud Professional Services - Service Descriptions	https://www.oracle.com/contracts/docs/technical-cloud-prof-services-desc-4010028.pdf	June 11, 2026
Oracle Technical Cloud Consulting Professional Services	https://www.oracle.com/contracts/docs/tech_cloud_professional_services_2613934.pdf	March 12, 2026
Oracle Partner Success Services – Service Descriptions	https://www.oracle.com/contracts/docs/oracle-partner-success-services-descriptions.pdf	June 11, 2026
Oracle Applications Cloud Consulting Service Descriptions	https://www.oracle.com/contracts/docs/oracle-applications-cloud-consulting-services-descriptions.pdf	May 8, 2026
Annual, Fixed Scope, and Time and Materials Services - Service Descriptions	https://www.oracle.com/contracts/docs/adv-customer-support-service-desc-3758596.pdf	April 7, 2026
OTHER POLICIES (The following are not Service Specifications)		
Oracle Financing Policies	https://www.oracle.com/products/financing/policies.html	
Oracle Hardware Warranty	https://www.oracle.com/contracts/docs/oracle_hardware_warranty_069192.pdf	August 7, 2026
Oracle's Hardware and Systems Support Policies	https://www.oracle.com/contracts/docs/hardware-systems-support-policies-069182.pdf	August 7, 2026
Oracle Invoicing Policy	https://www.oracle.com/contracts/docs/invoicing_standards_policy_1863799.pdf	

Attachment F: Third-party Provider Agreement (Template)

Pursuant to, and in accordance with, Attachment B of Master Agreement [*insert master agreement* number] signed between Contractor and the Lead State of Utah (the "Master Agreement"), [*insert third-party publisher/provider's information* here] the "Third-party Provider" hereby acknowledges that it has received and reviewed a complete copy of the Master Agreement and agrees that upon execution of this Third-party Provider Agreement, such Third-party Provider shall become a Third-party Provider under the Master Agreement once this Third-party Provider Agreement is signed by the Contractor and approved by the Lead State. Third-Party Provider shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the Master Agreement as if it were a Contractor as they apply to its role as a Third-party Provider, as that term is defined and used in the Master Agreement.

Contractor and Third-party Provider are joint and severally liable for all Products and Services, as that term is defined in the Master Agreement, provided by the Third-party Provider under the Contractor's Master Agreement.

Third-party Provider acknowledges that any Third-party Terms and/or End User Agreements included by Third Party Provider will not supersede either the Master Agreement terms and conditions nor any Participating Entities terms and conditions contained within its Participating Addendum (PA). Third-Party Provider's additional terms (if any) will follow the order of precedence as established in the Master Agreement. Any breach of the Master Agreement Terms and Conditions by the Third Party may be enforced against the Third Party as though they were a signatory to the Master Agreement.

Contractor and Third-party Provider acknowledge this Third-party Provider Agreement is not effective until it is approved by the Lead State and posted on NASPO ValuePoint's Website on the Contractor's landing page. Third-party Provider may not begin providing services, access to a solution, delivering equipment, or provide any other Deliverables via Contractor's Master Agreement until the Lead State has provided written approval to the Contractor, and this Third-party Provider Agreement is posted on NASPO ValuePoint's website.

Contractor Name:	Third-party Provider Name:
______________________________ Signature and Date	______________________________ Signature and Date
______________________________ Signer Name and Title	______________________________ Signer Name and Title

Lead State Approval:

Attachment G

Detailed Sales Data Reporting Related to Transactions Involving OracleDatabase@AWS, OracleDatabase@Azure and OracleDatabase@Google ("DB@X")

Due to the unique nature of the ordering requirements applicable to the transactions for DB@X Cloud Services, Contractor will meet its reporting requirements as set forth in Section V3.3 (Detailed Sales Data) of the Master Agreement by utilizing the following methodology. The following illustration is based on the NASPO Cloud Sales Report Data Fields in effect as of July 1, 2026.

NASPO Cloud Sales Report Data Fields	Standard Data Elements	DB@ Data Elements (differences highlighted in Red)
VENDOR	Oracle America, Inc.	Oracle America, Inc.
VENDOR CONTRACT NUMBER	AR2487	AR2487
STATE	Bill To Customer State	Ship To State
CUSTOMER TYPE (SEGMENT)	State Gov't, Local Gov't, or Education-HED	State Gov't, Local Gov't, or Education-HED Based on Ship To Customer
BILL TO NAME	BILL TO NAME	Hyperscaler Name/Ship To Customer Name
BILL TO ADDRESS	BILL TO ADDRESS	BILL TO ADDRESS for Hyperscaler
BILL TO CITY	BILL TO CITY	BILL TO CITY for Hyperscaler
BILL TO ZIPCODE	BILL TO ZIPCODE	BILL TO ZIPCODE For Hyperscaler
SHIP TO NAME	SHIP TO NAME	SHIP TO NAME
SHIP TO ADDRESS	SHIP TO ADDRESS	SHIP TO ADDRESS
SHIP TO CITY	SHIP TO CITY	SHIP TO CITY
SHIP TO ZIPCODE	SHIP TO ZIPCODE	SHIP TO ZIPCODE
ORDER NUMBER	Oracle Internal Order Number	Oracle Internal Order Number
CUSTOMER PO NUMBER	CUSTOMER PO NUMBER	N/A will leave blank
CUSTOMER NUMBER	Oracle BILL TO Customer Number	Oracle BILL TO Customer Number for Hyperscaler
ORDER TYPE	Sales Order	Sales Order
PO DATE (ORDER DATE)	Date order booked in order system	Date Hyperscaler order booked in order system
SHIP DATE	N/A will leave blank	N/A will leave blank
INVOICE DATE	INVOICE DATE	Hyperscaler INVOICE DATE
INVOICE NUMBER	INVOICE NUMBER	Hyperscaler INVOICE NUMBER
PRODUCT NUMBER	Oracle Cloud SKU Number	Hyperscaler SKU Number
PRODUCT DESCRIPTION	Oracle Cloud SKU Description	Hyperscaler SKU Number Description
UNSPSC	N/A will leave blank	N/A will leave blank
LIST PRICE/MSRP/CATALOG PRICE	Will provide if available	N/A will leave blank
NASPO ValuePoint PRICE	Oracle Invoice Amount	Oracle Invoice Amount
QUANTITY	Qty from Invoice	Qty from Invoice
TOTAL PRICE	Total Price from Invoice	Total Price from Invoice
NASPO ValuePoint ADMIN FEE - .25% fee	Manual calculation based on Invoiced Amount	Manual calculation based on Invoiced Amount
VAR/Reseller/Distributor	Add Reseller name if applicable	Add Reseller name if applicable
Energy Star Compliant	N/A will leave blank	N/A will leave blank

Far Left Column (NASPO Cloud Sales Report Data Fields) – Reporting data fields required by the Master Agreement

Middle Column (Standard Data Elements) – Reporting data fields that Contractor completes for non-OracleDatabase@X transactions to address the required NASPO Cloud Sales Report Data Fields

Far Right Column (DB@X Data Elements) – Reporting data fields that Contractor completes for OracleDatabase@X transactions to address the required NASPO Cloud Sales Report Data Fields